

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



121

FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
May 3, 2011

SUBJECT: CONTRACT AGREEMENT WITH FOLEY & LARDNER, LLP

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to execute the Professional Services Agreement with Foley & Lardner, LLP, without securing competitive bids, in accordance with Ordinance 459.4 for a term of five years, effective July 1, 2011 through June 30, 2016, for an amount not to exceed \$250,000 annually, and;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise automatic yearly renewals, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 100% Hospital Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 10/1/96; 3.13, 8/24/99; 3.44; 11/7/00; 3.13; 9/25/01; 3.37 (CONT'D PAGE 2) | **District:** 5 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

FORM APPROVED COUNTY COUNSEL 11/11
 BY: NEAL R. KIPNIS DATE
 Department: Concurrence
 Purchasing: Billy Cornett, Purchasing Manager

PREVIOUS AGENDA REFERENCE:

6/18/02; 3.48; 9/9/03; 3.60; 7/13/04; 3.38; 7/26/05; 3.48; 7/25/06; 3.41; 7/17/07; 3.50

BACKGROUND:

Riverside County Regional Medical Center (RCRMC) has contracted with Foley & Lardner, LLP since 1987 in providing counseling services for legal issues. Legal issues include Medicare and Medi-Cal payments and funding issues, strategic planning in response to Medi-Cal compliance issues, licensing and certification issues, health care litigation matters, and Medi-Cal reimbursement appeals.

Foley & Lardner offers specific specialized services that other firms do not offer, such as Medi-Cal litigation and Medicare regulations, which are critical for RCRMC collections and compliance.

This agreement would resume the term of the previous agreement and amendments and allow RCRMC to continue receiving legal counsel on Medi-Cal/Medicare issues with minimal interruption to the service. Therefore, the Director of RCRMC requests the Boards approval of the recommended motions.

PRICE REASONABLENESS:

This Contractor has a long history with Riverside County and RCRMC, consequently providing them an extensive knowledge of County and hospital operations. Foley & Lardner's familiarity with Riverside County and RCRMC assisting on legal services remain at the best value for the cost.

FINANCIAL IMPACT:

100% Hospital Enterprise Funds

REVIEW/APPROVAL:

In 2001, County Counsel on behalf of RCRMC determined that the Foley & Lardner services did not fall within the category of those services listed under Policy A-18 because of its specialized legal services.

DB:ns



Memorandum

March 9, 2011

To: Riverside County Board of Supervisors
From: Douglas D. Bagley, Chief Executive Officer
Riverside County Regional Medical Center
Via: Riverside County Purchasing Agent
Subject: Sole Source Procurement; Request for *Foley & Lardner, LLP*

The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

To provide Legal Counseling on hospital reimbursement and health care issues.

Supplier being requested:

Foley & Lardner, LLP

Alternative suppliers that can or might be able to provide supply/service:

Foley & Lardner is only one of two law firms that specialize in this specific service.

Extent of market search conducted:

RCRMC conducted interviews of several firms and discovered Foley & Lardner offers services that other firms do not such as, Medi-Cal litigation and California Medical Assistance (CMAC) negotiations.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Foley & Lardner provide legal advice concerning Medi-Cal contracting, Medi-Cal/Medicare payment issues and licensing, certification, and accreditation matters. In 2001, County Counsel determined that the Foley & Lardner agreement did not fall within the category of those services listed under Policy A-18 because of its specialized legal services.

Reasons why my department requires these unique features and what benefit will accrue to the county:

Foley & Lardner has provided legal services to the hospital since 1987 and RCRMC has built a strong working relationship with Foley & Lardner staff. In addition, Foley & Lardner is currently working with RCRMC on Medi-Cal reimbursement appeals.

Replacing this vendor, at this time, would not benefit the hospital, as there are no other vendors able and capable of performing these specific services and it will also increase costs for the hospital to train a new vendor on current activities/assignments which Foley & Lardner are already working on.

Price Reasonableness:

Foley & Lardner offers the best value for the cost.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.



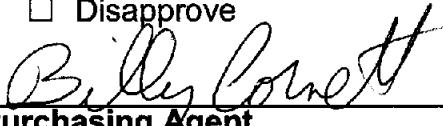
Department Head Signature

3/14/11

Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove



Purchasing Agent

3/17/11

Date

**AGREEMENT WITH FOLEY & LARDNER, LLP
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, dated July 1, 2011, is made by and between, **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER** (hereinafter referred to as "AGENCY") and **FOLEY & LARDNER, LLP** (hereinafter referred to as "ATTORNEYS").

RECITALS

WHEREAS, the Board of Directors (hereinafter referred to as the "Board") of the COUNTY desires to contract for professional legal services with regard to Medi-Cal contracting, Medic-Cal/Medicare payment issues, licensing certifications, and accreditation matters within the AGENCY'S Project Areas; and

WHEREAS, ATTORNEYS provide professional legal services and are particularly qualified to perform the required services due to their legal competence and expertise; and

WHEREAS, AGENCY desires to retain ATTORNEYS' services in connection with: the requirements specified in **Exhibit A** and other issues and agreements as requested by AGENCY;

NOW THEREFORE, COUNTY and ATTORNEYS agree as follows:

1. Term. The term of this AGREEMENT shall begin on July 1, 2011, and continue in effect through June 30, 2012, with the option to renew through the County's annual amendment process for four-(4) additional fiscal years in one-year increments or until completion of all projects and resolution of any issues about which ATTORNEYS have been retained, unless sooner terminated pursuant to Section 2 or Section 5.

2. Termination. Services performed under this AGREEMENT may be terminated in whole or in part at any time AGENCY deems to be in its best interest, as determined by AGENCY Director, or designee. AGENCY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by AGENCY and specifying the extent to which services are terminated and the effective termination date.

3. Effect of Termination. After receiving a Termination Notice and unless otherwise directed by AGENCY, ATTORNEYS shall: (1) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (2) complete services not terminated by the Termination Notice; (3) submit final billing for terminated services within thirty (30) days from the effective termination date; and (4) promptly submit a brief closing report advising AGENCY of the status of the matters being handled.

4. Closing Report Upon Termination. ATTORNEYS shall deliver a Closing Report to AGENCY immediately after termination of services under Section 2 or Section 5 which shall include, but not be limited to:

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- (a) A brief description of the status of all matters or projects that had been assigned to ATTORNEY.
- (b) A discussion of AGENCY's exposure and applicable law.

ATTORNEYS shall give AGENCY copies or originals, as appropriate, of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

5. Professional Conflict of Interest. ATTORNEYS represent and warrant that no AGENCY employee whose position in AGENCY enables him/her to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this AGREEMENT.

Anyone who is a former employee of AGENCY at the time of execution of this AGREEMENT or who subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall not (i) participate in the services provided by ATTORNEYS to AGENCY; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former AGENCY employee left AGENCY employment.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with AGENCY during the time that ATTORNEYS are representing the AGENCY. AGENCY and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter in a position adverse to AGENCY or in which AGENCY'S interest may be adversely affected, that ATTORNEYS will so advise AGENCY and upon receipt of such notice AGENCY may determine that the conflict may be waived or may determine that it is in the AGENCY'S best interest to terminate the services of ATTORNEYS. Should AGENCY determine that it is best to terminate the services of ATTORNEYS, AGENCY will notify ATTORNEYS of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from AGENCY.

6. ATTORNEYS' Services and Responsibilities. Upon appointment, ATTORNEYS shall provide COUNTY with the names of other professionals (partners, associates, law clerks, paralegal, etc.) who will assist in the provision of services under this AGREEMENT and the functions to be performed by each professional shall also be provided. ATTORNEYS' Supervising Attorney will be fully responsible for the quality of the work product. AGENCY also requests no more than two (2) attorneys in the firm handle its files. Within a law firm, research and minor work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegal) capable of performing a given task. Responsibility for the quality of work product remains with ATTORNEYS' Supervising Attorney. The AGENCY retains the right to approve or disapprove any and all attorney assignments.

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(a) Key ATTORNEYS Personnel.

(1) ATTORNEYS' Supervising Attorneys for this engagement shall be Denise Rios Rodriguez and Diane Ung. Any change in ATTORNEYS' Supervising Attorneys shall be first authorized in writing by AGENCY. ATTORNEYS' Supervising Attorneys shall have full authority to act for ATTORNEYS on all daily operational matters under this AGREEMENT.

(2) Support attorneys and paralegals shall be designated by ATTORNEYS' Supervising Attorneys and shall be comprised of the individuals identified in Exhibit B hereto, and other parties as agreed upon on an as needed basis.

Any change in staffing shall be made only upon telephonic or written notice, and written consent by AGENCY, which may be made by facsimile transmission, which consent shall not be unreasonably withheld.

7. Legal Representation. ATTORNEYS shall provide AGENCY with the necessary representation by staff qualified to perform the legal tasks, and, as deemed efficient and appropriate by ATTORNEY'S Supervising Attorneys, at the least costly billing category. ATTORNEYS' legal representation shall include, but not be limited to:

- (a) Review of all applicable files and correspondence and claims, if any, and provision of an assessment of potential liability.
- (b) All legal research and review of all documents and other evidentiary materials.
- (c) Secretarial, and clerical support services necessary to perform the legal representation in a professional manner.

ATTORNEYS shall meet with AGENCY as AGENCY requires and provide all information and reports, including an estimate of fees for each aspect of representation as identified in the outlines, deemed necessary by AGENCY to keep it informed.

8. Prior Approvals. ATTORNEYS shall obtain the prior written approval of AGENCY before: (i) retaining any consultant; (ii) undertaking research of more than twelve (12) hours on any particular issue; (iii) commencing travel on behalf of AGENCY outside the Counties of Los Angeles, Riverside, or San Bernardino.

In addition, ATTORNEYS' shall: (i) assist AGENCY in evaluation and negotiations, and shall obtain authority from AGENCY before making any settlement proposal on behalf of AGENCY; (ii) immediately notify AGENCY verbally and in writing when a proposal of settlement

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is received; and (iii) keep and preserve all backup documentation to support all entries included in its billings for a period of four (4) years after termination or completion of the matters for which ATTORNEYS have been retained.

9. Settlement Evaluation. If applicable, ATTORNEYS shall provide AGENCY with an initial evaluation on settlement potential involving the AGENCY or any subordinate program that will serve as the basis for developing the legal position and strategy of AGENCY and for controlling costs. ATTORNEYS shall provide status reports upon request of the AGENCY.

10. Initial Cost Estimate. ATTORNEYS and AGENCY have determined an initial cost estimate of two hundred fifty thousand dollars (\$ 250,000) annually (the "Initial Cost Estimate"); ATTORNEYS shall notify the County immediately in writing when ATTORNEYS have expended fifty percent (50%) and seventy-five percent (75%) of the Initial Cost Estimate. ATTORNEYS shall not exceed the Initial Cost Estimate without prior written authorization of AGENCY. A written amendment shall be a condition precedent to any obligation for payment by AGENCY beyond the approved Initial Cost Estimate.

11. Supervision of Agreement. The AGENCY Director may designate an individual in his office to act in his stead. The Director, or his designee, shall have full authority to act for AGENCY on all daily operational matters under this Agreement and shall review and approve all ATTORNEYS' reports, whether written or verbal, and any change in ATTORNEYS' Supervising Attorney. Approval of proposed settlement recommendations is subject to approval by the Board of Directors, as legislative body of the AGENCY.

12. Fees. The billing rate for all attorneys that provide services under this AGREEMENT and the billing rates for all other personnel identified in Section 6 shall be as listed in **Exhibit B** hereto. Billing rates may be subject to review and adjustment, as agreed between AGENCY and ATTORNEYS, only after one year from the date of execution of this AGREEMENT by AGENCY. Any rate increase shall require an amendment to this AGREEMENT.

13. Expenses. Except as otherwise provided in this AGREEMENT, AGENCY shall not reimburse ATTORNEYS for their actual out-of-pocket expenses. Any additional costs for having advanced the funds or for expenses generally considered as overhead shall be reflected in the ATTORNEYS' hourly rate as specified in **Exhibit B**.

Reimbursable ordinary expenses shall include, but not be limited to: (i) Postage; (ii) Messenger service; (iii) Document reproduction by outside vendor; and (iv) In-house document reproduction, provided, however, that if amount charged in any one month exceeds \$500.00, prior approval of AGENCY shall be obtained.

Reimbursable extraordinary expenses shall include charges of which ATTORNEYS have obtained prior approval of AGENCY. Such expenses shall include, but not be limited to:

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(i) consultants; (ii) travel outside the Counties of Los Angeles, Riverside, and San Bernardino; (iii) investigative services and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary information for AGENCY audits or billing inquiries; (iii) charges for work performed which had not been authorized by AGENCY, which work shall be a gratuitous effort by ATTORNEYS; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to the County of Riverside.

14. Billings and Payments. ATTORNEYS shall submit its billing statement at least quarterly, but no more frequently than monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Hospital Administration, Chief Finance Officer

The original of each billing statement shall have the declaration of ATTORNEYS' Supervising Attorney and shall be identified by a unique number and shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to AGENCY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

It is the expectation of AGENCY that it will not be billed for ordinary overhead expenses, including (i) ordinary word processing; (ii) time to prepare and review billings; and (iii) local travel. Reimbursable charges would include (i) telephone calls ; (ii) express mail when deemed necessary; (iii) fax charges; (iv) photocopy charges (within industry standards); and (v) travel time and expenses at prudent levels for travel out of the southern California area, with prior authorization of AGENCY.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between AGENCY and ATTORNEYS.

AGENCY shall make payment(s) for services rendered under this Agreement monthly in arrears based on the itemized billing statement(s) ATTORNEYS submit to the AGENCY. The

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AGENCY shall review all billing statements in accordance with AGENCY policy and standards. AGENCY shall make its best effort to process payments promptly after receiving ATTORNEYS' monthly billing statement. AGENCY shall not pay interest or finance charges on any outstanding balance(s).

15. Confidentiality. ATTORNEYS shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. Communications with AGENCY. ATTORNEYS recognize that their relationship with AGENCY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this AGREEMENT from or through AGENCY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information from AGENCY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEYS understand that the County Counsel is the empowered legal representative of AGENCY and its officers and employees and ATTORNEYS shall not without specific direction from the County Counsel communicate with, advise or represent the AGENCY legislative body.

17. Insurance. Without limiting or diminishing the ATTORNEY'S obligation to indemnify the AGENCY, ATTORNEY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

A. Workers' Compensation:

If the ATTORNEY has employees as defined by the State of California, the ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than

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\$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability:

ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy ATTORNEY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The ATTORNEY'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement.
- 3) ATTORNEY shall cause ATTORNEY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original

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Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the ATTORNEY (except in the event of non-payment of premium, for which ten (10) days notice shall be given to ATTORNEY) prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the ATTORNEY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.
- 6) ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) ATTORNEY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

18. Indemnification. ATTORNEY shall indemnify the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, (including but not limited to for property damage, bodily injury, or death) to the extent caused by the negligent acts or omissions or other wrongful conduct by ATTORNEY, its officers, or employees in performance of this Agreement. ATTORNEY shall defend, at its sole expense, all costs and fees

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including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such claim or action to the extent caused by ATTORNEY'S negligent acts or omissions or other wrongful conduct..

With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEY'S indemnification to AGENCY as set forth herein.

ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided to AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEY'S obligations to indemnify and hold harmless the AGENCY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ATTORNEY from indemnifying the AGENCY to the fullest extent allowed by law.

19. Notices. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to AGENCY or ATTORNEYS at the addresses below, or at any other address AGENCY or ATTORNEYS shall provide in writing to each other:

If to AGENCY:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Hospital Administration, Chief Finance Officer

If to ATTORNEYS:

Foley & Lardner, LLP
555 S. Flower Street, Suite 3500
Los Angeles, CA 90071-2411
Attn: Denise Rios Rodriguez

20. Assignment. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of AGENCY. Any attempt by ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of AGENCY shall constitute

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a material breach of this AGREEMENT. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of AGENCY.

21. Merger. The following exhibit is attached and incorporated as part of this AGREEMENT. The exhibit is titled as follows:

1. Exhibit A – STATEMENT OF WORK FOR LEGAL SERVICES
2. Exhibit B – FOLEY & LARDNER / RIVERSIDE COUNTY RATES FOR LEGAL SERVICES

22. Complete Agreement. This AGREEMENT shall constitute the complete and exclusive statement of understanding between AGENCY and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between AGENCY and ATTORNEYS relating to the subject matter of this AGREEMENT.

ATTORNEY

By: Diane Ung

DIANE UNG
Type or Print Name

PARTNER
Type or Print Title

Date: May 3, 2011

COUNTY

By: _____

Bob Buster
Type or Print Name

Chairman
Type or Print Title

Date: _____

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE _____

**STATEMENT OF WORK FOR LEGAL SERVICES
FOLEY & LARDNER, LLP**

ATTORNEY shall perform services as outlined below in conjunction with the terms and conditions set forth in this Contract Agreement:

I. MEDI-CAL CONTRACTING

- a. ATTORNEY shall assist the AGENCY on legal matters in connection with its strategy and negotiations relating to Medi-Cal contracting. These services may include legal advice, attendance at meetings, drafting and editing of contract revisions, participation in negotiation with the California medical Assistance Commission and California Department of Health Care Services, and related services.
- b. ATTORNEY shall keep all information in connection with the AGENCY's Medi-Cal contract and Medi-Cal contract negotiations, in strictest confidence and will not disclose any such information to other hospitals or entities. Similarly, ATTORNEY shall not disclose to COUNTY confidences or other information imparted to it by other clients regarding their contracting or non-contracting situations.
- c. A principal of ATTORNEY shall provide legal services to AGENCY regarding Medi-Cal contracting. No staff of ATTORNEY shall communicate with other staff of ATTORNEY regarding any aspect of the AGENCY's strategies or data in the negotiations, unless specifically authorized by the AGENCY to do so. Similarly, other staff of ATTORNEY shall not communicate to any staff of ATTORNEY assisting AGENCY, any information regarding the Medi-Cal contracting strategies or data of other ATTORNEY clients, unless specifically authorized to do so by the client involved.
- d. AGENCY agrees that ATTORNEY may represent hospitals located outside of Riverside County regarding Medi-Cal contracting matters. AGENCY also agrees that ATTORNEY may represent hospitals located in Riverside County in connection with Medi-Cal contracting matters. However, ATTORNEY agrees that no staff of ATTORNEY assisting AGENCY on Medi-Cal contracting negotiations, will be involved in representing or counseling other hospitals in Riverside County regarding Medi-Cal contracting negotiations, unless such hospital is located more than twenty (20) miles from COUNTY's Regional Medical Center.

II. VARIOUS MEDI-CAL AND MEDICARE MATTERS

- a. ATTORNEY shall provide legal advice and litigation services to AGENCY regarding Medi-Cal and Medicare reimbursement issues which may arise from time to time, including legal services in connection with the Medi-Cal Section 1115(a) Demonstration Project. These services may include legal advice and litigation regarding cost reports, audit appeals, and other matters which may arise.

**STATEMENT OF WORK FOR LEGAL SERVICES
FOLEY & LARDNER, LLP**

III. CERTIFICATION, LICENSING AND ACCREDITATION MATTERS

- a. ATTORNEY shall provide legal advice to AGENCY, as necessary, regarding certifications (Medicare and Medi-Cal), licensing, accreditation, OSH, and similar regulatory matters. These services shall include drafting and reviewing the AGENCY's responses to inquiries by governmental or private agencies, attendance at meetings, negotiations with public or private agencies general legal advice and guidance and participation in informal and/or formal proceedings.

IV. HOSPITAL MATTERS AND OTHER HEALTH LAW MATTERS

- a. ATTORNEY shall provide legal advice on special business matters and health law matters. These may include, but shall not be limited to, legal advice on questions and inquiries which may arise regarding related AGENCY medical facilities; acquisition of major equipment or services; other special business and health care matters related to operating a university medical center; issues related to managed care, licensing of prepaid health plans, and capitation payments; and other issues and matters that arise regarding public health, environmental health and related matters for the AGENCY.

**FOLEY & LARDNER/RIVERSIDE COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Abalona, William	Sacramento	650
Gage, Laura	Milwaukee	650
Gonzalez Knavel, Maria	Milwaukee	650
Guerrero, Jaime	Los Angeles	610
Hoffman, Samuel	San Diego	550
Koch, Gary	Tampa	580
Leventhal, Robert	Los Angeles	645
Overly, Michael	Los Angeles	835
Riley, Leigh	Milwaukee	635
Rodriguez, Denise	Los Angeles	725
Rosenbaum, Wayne	San Diego	580
Rossman, Chris	Detroit	710
Saue, Jacqueline	Washington	675
Scarano, R. Michael	San Diego	660
Schieble, Mark	San Francisco	715
Seiden, Richard	Los Angeles	715
Sevell, Robert	Los Angeles	655
Smason, Tami	Los Angeles	665
Thrope, Jeff	New York	655
Ung, Diane	Los Angeles	625
Vernaglia, Lawrence	Boston	650
Waltz, Judith	San Francisco	710
Yslas, John	Los Angeles	550
Zigman, Lynette	Milwaukee	650
<u>OF COUNSELS</u>		
Doyle, James	Madison	750
Einhorn, Alan	Boston	650
Sorensen, Heidi	Washington	630

**FOLEY & LARDNER/RIVERSIDE COUNTY
 AGREEMENT FOR LEGAL SERVICES
 HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
 JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>SENIOR COUNSEL</u>		
Kwiecinski, Maureen	Milwaukee	430
Lacktman, Nathaniel	Tampa	415
McCollum, Michael	Los Angeles	495
Rifenbark, Richard	Los Angeles	585
Warren, Adria	Boston	645
<u>SPECIAL COUNSEL</u>		
Bates, Jeffrey	Los Angeles	620
Conn, Lawrence	Los Angeles	690
<u>ASSOCIATES</u>		
Agostinelli, Kathryn	Los Angeles	310
Bledsoe, Jeremy	Los Angeles	335
Conklin, Mary	Los Angeles	335
Corbett, Kamala	Tampa	495
Gourley, Michelle	Los Angeles	400
Gray, Renate	Milwaukee	330
Habte, Leeann	Los Angeles	430
Kim, Julie	Los Angeles	375
Patel, Shilpa	New York	445
Salinas, Sonia	Los Angeles	400
Shankar, Anil	Los Angeles	395
Wooden, Jeremy	Los Angeles	400

**FOLEY & LARDNER/RIVERSIDE COUNTY
AGREEMENT FOR LEGAL SERVICES
HOURLY RATES FOR SELECTED LAWYERS AND LEGAL PERSONNEL
JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>PERSONNEL</u>	<u>OFFICE</u>	<u>HOURLY RATE (\$)</u>
<u>PARALEGALS</u>		
LeBrun, Alfred	Los Angeles	225
Lewman, Kevin	Los Angeles	290
<u>LIBRARIANS</u>		
Frame, Stefanie	Los Angeles	150
Knuth, Charles	Washington	150
SUMMER ASSOCIATES	All Offices	245