

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

233



**FROM:** County Counsel

**SUBMITTAL DATE:**  
September 10, 2015

**SUBJECT:** Approve Legal Services Agreement with Inland Empire Health Plan; [Districts - A11];  
[\$180,000]; Contract Revenue 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Legal Services Agreement with Inland Empire Health Plan (IEHP) for provision of legal services by the office of County Counsel and authorize the Chairman to execute the agreement.

**BACKGROUND:**

**Summary**

Departmental Concurrence

Pursuant to Section 7 (f) of the Joint Powers Agreement between the Counties of San Bernardino and Riverside creating the Inland Empire Health Plan, the Riverside County Counsel serves as lead counsel for the Agency and the Board of Directors. As IEHP has grown, there is a greater need for counsel services, and IEHP now has two (2) in-house counsels on its staff. Riverside County Counsel will continue to provide lead counsel services, particularly for the Board of Directors, while continuing to provide additional legal services and having a presence at IEHP by maintaining office hours. IEHP will pay a monthly retainer fee that represents the cost of a full-time Deputy County Counsel IV. County Counsel recommends approval of this agreement.

GREGORY P. PRIAMOS  
County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 135,000	\$ 180,000	\$	\$ 180,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> 100% Contract Revenue	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-2

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**LEGAL SERVICES  
AGREEMENT  
BETWEEN INLAND EMPIRE HEALTH PLAN (IEHP)  
AND RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL FOR THE PROVISION OF**

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This Legal Services Agreement (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_ 2015 by and between Inland Empire Health Plan (IEHP), a local public entity of the State of California, and the County of Riverside, a political subdivision of the State of California, on behalf of the Office of County Counsel (Counsel).

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**RECITALS**

WHEREAS, Counsel serves as lead counsel to IEHP pursuant to section 7, subdivision (f) of the Joint Powers Agreement Between the Counties of San Bernardino and Riverside Creating a Medi-Cal Managed Care System to be Known as the Inland Empire Health Plan (“JPA”);

WHEREAS, it is the desire of IEHP and Counsel to define and clarify how legal services are provided to IEHP by Counsel and to clarify the basis and procedures for IEHP’s payment of said services; and

WHEREAS, said legal services are generally described as the provision of as-needed general legal services to the IEHP Governing Board and to IEHP, as needed and requested, in conformity with the terms of this Agreement; and

WHEREAS, IEHP has requested said services to be provided and will be billed directly and pay for said legal services;

NOW, THEREFORE, it is agreed by IEHP and Counsel as follows:

I. TERM OF AGREEMENT. This Agreement has an effective date through June 30, 2016 and may be renewed for successive one year periods, unless terminated or otherwise modified as provided herein.

II. COMPENSATION. IEHP shall pay a total monthly cost of Fifteen Thousand Dollars (\$15,000), with an annual cost to not exceed One Hundred Eighty Thousand Dollars (\$180,000) for the first year.

1 Beginning in year two and annually thereafter, IEHP agrees to adjust the annual compensation based on  
2 any increased costs of providing the legal services contemplated herein.

3 III. SCOPE OF LEGAL SERVICES. Services by Counsel shall be rendered by any attorney  
4 within Counsel's office with the requisite expertise with respect to any issues raised by the below Scope  
5 of Legal Services. Counsel services to be rendered shall include, but are not limited to the following  
6 issues:

- 7 1. Serve as IEHP Governing Board legal counsel, provide advice to the IEHP Governing  
8 Board and attend IEHP Governing Board meetings.
- 9 2. Assist in preparation of and review of the agenda and materials for the IEHP  
10 Governing Board meetings. Attend in-person meetings with the IEHP Governing  
11 Board and IEHP's employees when requested.
- 12 3. Provide general advice to the Board members, officers and employees as requested by  
13 IEHP.
- 14 4. Prepare legal opinions as necessary and requested by IEHP.
- 15 5. Prepare and/or review contracts, agreements, resolutions, ordinances, or any legal  
16 matter.
- 17 6. Prepare occasional reports and present information at public hearings as requested.
- 18 7. Negotiate, represent, and render advice on transactional matters as requested by IEHP.
- 19 8. Prepare and give training sessions or other presentations when requested.
- 20 9. Any other legal services requested by the Board or Executive Director.
- 21 10. Provide advice and consultation on risk management issues including litigation matters  
22 in conjunction with IEHP.
- 23 11. Maintain office hours, at IEHP as necessary and upon request by IEHP.

24 IV. REQUESTS FOR SERVICES.

25 IEHP and Counsel shall designate appropriate personnel who shall serve as the contact persons for  
26 their respective agency and office, for the purpose of coordinating, and also addressing issues or  
27 problems, regarding the delivery of legal services. All requests for legal services should be made in  
28 writing by email or by hard copy by the Chief Executive Officer or designee. It is understood by the

1 parties that IEHP shall not be relieved from the obligation to pay Counsel for legal services provided  
2 when such requests are not in writing.

3 IEHP shall have the right to participate in and give final approval of the selection of any Counsel  
4 personnel who will provide legal services to IEHP.

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6 V. CIVIL LITIGATION AND OTHER SIGNIFICANT MATTERS.

7 In the event civil litigation is filed against the IEHP or its employees, Counsel shall coordinate  
8 with IEHP to determine if Counsel will provide coverage for the litigation filed or if IEHP will engage  
9 specialty counsel. If it is determined that Counsel will provide services, IEHP shall be separately charged  
10 for the legal services provided in connection with the litigation filed.

11 VI. INVOICES, RATES AND PROCEDURES FOR REIMBURSEMENT.

12 Counsel shall provide IEHP with an invoice for the agreed-upon monthly amount of Fifteen  
13 Thousand Dollars (\$15,000) and a Summary of Legal Services Rendered each month. Counsel shall not  
14 charge for any additional costs, fees, or expenses. For informational purposes only, JPA shall also receive  
15 monthly billing invoices account for services rendered with hourly units of service rounded to the nearest  
16 1/10th of an hour. Billing invoices shall also list a description of the activity for which payment is  
17 requested, including case or project name, activity type and outcome of the activity as applicable.  
18 Monthly billing invoices shall be submitted to IEHP within twenty-one (21) days after the end of each  
19 month in which services are provided.

20 IEHP shall notify Counsel in writing within ten (10) working days of receipt of any dispute  
21 concerning individual charges and shall include a basis for the dispute. In the event Counsel determines  
22 that a charge was billed incorrectly, an addendum to the invoice in question shall be provided and IEHP  
23 shall be credited for the amount incorrectly charged.

24 Counsel invoice estimates for June are due no later than June 5<sup>th</sup> of each year. Actual Counsel  
25 invoices for June are due no later than July 15<sup>th</sup> of each year.

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3 The original billing statement(s) and one copy shall be submitted to:

4 Inland Empire Health Plan  
5 10801 6<sup>th</sup> Street Suite 120  
6 Rancho Cucamonga, CA 91730  
7 Attn: Legal Department

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12 VII. REIMBURSEMENT RECORDS AND AUDITS.

13 Counsel shall maintain auditable books, records, documents and other evidence pertaining to costs  
14 and expenses in this Agreement. Counsel shall maintain these records for three (3) years after final  
15 payment has been made or until all pending county, state, and federal audits, if any, are completed,  
16 whichever is later.

17 Any authorized representative of the IEHP, the State of California, and the federal government  
18 shall have access to any documents, papers, electronic data, and other records, which these representatives  
19 may determine to be pertinent to this Agreement, for the purposes of performing an audit, evaluation,  
20 inspection, review, assessment or examination, except for information which may be deemed to be  
21 privileged and confidential under attorney-client and/or attorney work-product privileges. These  
22 representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further,  
23 these authorized representatives shall have the right at all reasonable times to inspect or otherwise  
24 evaluate the work performed, or being performed, under this Agreement and the premises in which it is  
25 being performed.

26 This access to records includes, but is not limited to, service delivery, referral, financial, and  
27 administrative documents for three (3) years after final payment is made, or until all pending county,  
28 state, and federal audits are completed, whichever is later.

VIII. GENERAL PROVISIONS.

1. Counsel and IEHP will work cooperatively to support the core mission of the other. To this end, Counsel and IEHP may meet twice (or more often, as necessary) during the County's fiscal year to address any topic or issue of concern to either party regarding the purposes or administration of this Agreement if requested by either party.

- 1 2. Nothing in this Agreement shall be construed to set the level of resources committed  
2 by Counsel. Nor shall this Agreement be construed to constrain the discretion of each  
3 party's authorized designee as to the use and expenditure of its funding and resources.  
4 3. This Agreement may be amended in writing with the written consent of both parties.  
5 4. This Agreement may be terminated by either party at least 60 days prior to the end of  
6 the County's fiscal year.  
7 5. Each party shall maintain the confidentiality of information and records of the other  
8 and comply with all applicable statutes, rules, regulations and County policies relating  
9 thereto.  
10 6. This Agreement is not in effect or enforceable until executed by both parties. Upon  
11 execution, each party shall be responsible for informing their line staff of this  
12 Agreement and issuing any necessary directive for its implementation.  
13 7. All notices and correspondence concerning this Agreement shall be addressed as  
14 follows:

15 TO IEHP:

16 Dr. Bradley Gilbert, CEO  
17 Inland Empire Health Plan  
18 Attn: Legal Department  
19 10801 6<sup>th</sup> Street Suite 120  
20 Rancho Cucamonga, CA 91730  
21 (909) 890-2000

22 TO Counsel:

23 Office of County Counsel, Riverside County  
24 3960 Orange Street, Suite 500  
25 Riverside, CA 92501  
26 (951) 955-6300

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2 IN WITNESS WHEREOF, IEHP and Counsel have caused this Agreement to be executed by their  
3 duly authorized representatives as of the last date opposite the respective signatures below.

4 **INLAND EMPIRE HEALTH PLAN**

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7 By: \_\_\_\_\_  
Bradley Gilbert, CEO

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9 **COUNTY OF RIVERSIDE**

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12 By: \_\_\_\_\_  
Marion Ashley, Chairperson, Board of Supervisors

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15 ATTEST: Kecia Harper-Ihem  
Clerk of the Board

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17 By: \_\_\_\_\_  
Deputy

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19 APPROVED AS TO FORM:  
20 GREGORY P. PRIAMOS

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22 By:  \_\_\_\_\_  
Anita C. Willis, Assistant County Counsel