

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



ITEM  
3.18  
(ID # 5380)

MEETING DATE:

Tuesday, September 26, 2017

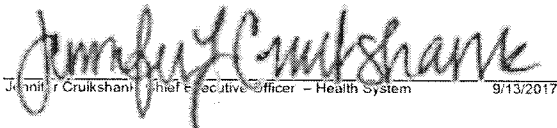
FROM : RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS):

SUBJECT: Riverside University Health System-Medical Center: Approval of the Professional Services Agreement with Anita C. Willis to provide Professional Legal Services without seeking competitive bids for one year, with the option to extend for two additional years; 3 years; All Districts; [\$172,800 Annually]; Hospital Enterprise Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Services Agreement with Anita C. Willis for Professional Legal Services without seeking competitive bids for \$172,800 annually for one year, with the option to extend for two additional years, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the agreement, (b) sign amendments to renew or extend the term period consistent with the terms in Section 2 of the Agreement, and (c) sign amendments to the compensation provisions that do not exceed ten percent (10%) annually.

ACTION:


  
Jennifer Cruikshank, Chief Executive Officer - Health System 9/13/2017

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: September 26, 2017  
xc: RUHS, Purchasing

Keja Harper-Ihem  
Clerk of the Board  
By:   
Deputy



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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 172,800	\$ 172,800	\$ 518,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			17/18-19/20	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

Attorney Anita Willis will provide professional legal services to the COUNTY on behalf of its Riverside University Health System ("RUHS") with respect to RUHS efforts toward clinical integration, population health, and greater access to health care. She will also provide legal guidance as it pertains to clinical efficiencies working with health care providers in Riverside County as well as the broader Inland Empire community ("RUHS Project"). These efforts are currently being directed through the RUHS relationship with University Preferred Health Partners (UPHP) and its affiliated entities. RUHS Project includes long term plans that may or may not include obtaining Knox-Keene licensure, other network affiliations and related growth strategies. She will represent the County in its UPHP membership.

Ms. Willis will also represent RUHS as part of a legal working group advising and providing legal assistance to UPHP, while protecting the interests of the County. Ms. Willis will serve as a contact between UPHP and RUHS regarding strategies, legal and business updates, coordinating responses, data and reporting on behalf of RUHS with regard to potential Knox-Keene licensure, and financial strategies. Additionally, Ms. Willis will work with UPHP consultants to review strategies and options related to UPHP programs, structure, leadership, network development. Her legal guidance will support RUHS on the development of related programs / affiliations related to its overall goal of clinical integration and population health

**Impact on Residents and Businesses**

The hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. The local economy will reap positive benefits from sound legal decisions to protect the hospital and its patients.

**Contract History and Price Reasonableness**

This engagement differs from Ms. Willis' prior employment with the County as the emphasis is more focused on various aspects of UPHP operations, which include obtaining a Knox-Keene license, building the infrastructure, and developing programs and strategies.



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The Office of County Counsel will continue its role as RUHS counsel. The services provided by Ms. Willis are supplemental and will end upon completion of the project, e.g., when UPHP is fully operational, which is estimated to be on or before December 2020. This Agreement offers industry competitive rates at an hourly rate of \$180.00 per hour not to exceed \$172,800 annually and essentially economical based as it eliminates onboarding time.

  
Douglas Cady, Principal Management Analyst


9/14/2017

  
Teresa Summers, Director of Purchasing

9/13/2017

  
Michael Stock, Assistant Chief Director of Human Resources

9/14/2017

  
Gregory V. Priarios, Director County Counsel

9/14/2017





# Riverside University HEALTH SYSTEM

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Date: September 12, 2017  
From: Jennifer Cruikshank, CEO  
To: Board of Supervisors/Purchasing Agent  
Via: Naomi Santos, RUHS Contracts Administration  
Subject: Sole Source Procurement; Request for Professional Legal Services

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Anita C. Willis
2. **Vendor ID:** TBD
3. **Supply/Service being requested:** Professional Legal Services.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**  
None who have the distinct qualifications and experience to establish a relationship with University Preferred Health Partners (UPHP).
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**  
Anita Willis has over 30 years of public entity experience, both in private practice as well as City Attorney and County Counsel employment. Additionally, Ms. Willis has a Master's in Business Administration (MBA) and finance background which brings additional value to this to this engagement. Attorney Anita Willis will provide professional legal services to the COUNTY on behalf of its Riverside University Health System ("RUHS") with respect to RUHS efforts toward clinical integration, population health, and greater access to health care. She will also provide legal guidance as it pertains to clinical efficiencies working with health care providers in Riverside County as well as the broader Inland Empire community ("RUHS Project"). These efforts are currently being directed through the RUHS relationship with University Preferred Health Partners (UPHP) and its affiliated entities. RUHS Project includes long term plans that may or may not include obtaining Knox-Keene licensure, other network affiliations and related growth strategies. She will represent the County in its UPHP membership.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**  
While at Riverside County Counsel, she was legal counsel for the Health System. She has a unique understanding of RUHS and its operations as well as the particular legal issues and limitations of public hospitals with respect to public private partnerships. She has particular knowledge of the needs, goals and objectives of RUHS in this engagement. Anita Willis will represent RUHS as part of a legal working group advising and providing legal



assistance to UPHP, while protecting the interests of the County. Ms. Willis will serve as a contact between UPHP and RUHS regarding strategies, legal and business updates, coordinating responses, data and reporting on behalf of RUHS with regard to potential Knox-Keene licensure, and financial strategies. Additionally, Ms. Willis will work with UPHP consultants to review strategies and options related to UPHP programs, structure, leadership, network development. Her legal guidance will support RUHS on the development of related programs / affiliations related to its overall goal of clinical integration and population health. Her extensive knowledge and expertise working with clinical integration projects and her experience representing other businesses and nonprofit entities are value added elements to this engagement and to RUHS.

7. **Period of Performance:** effective upon signature through June 30, 2018 (with the option to extend for two additional years)

Is this an annually renewable contract? Yes  
Is this a fixed-term agreement? No

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
One-time Costs:	\$172,800	\$172,800	\$172,800			
Expenses included						
Ongoing Costs:	N/A					
(Insert description)						
Total Costs	\$172,800	\$172,800	\$172,800			\$518,400

9. **Price Reasonableness:**

The services provided by Ms. Willis are supplemental and will end upon completion of the project, e.g., when UPHP is fully operational, which is estimated to be on or before December 2020. This Agreement offers industry competitive rates at an hourly rate of \$180.00 per hour not to exceed \$172,800 annually and essentially economical based as it eliminates onboarding time.


10. **Projected Board of Supervisor Date (if applicable):** September 26, 2017

 JENNIFER CRUIKSHANK 9-13-17  
Department Head Signature Print Name Date

Purchasing Department Comments:

☒ Approve ☐ Approve with Condition/s ☐ Disapprove

Not to exceed: \$ 172,800 One time Annual Amount through 6/30/20  
(Date)

 Purchasing Agent

9/13/17  
Date

18-055  
Approval Number

(Reference on Purchasing Documents)

List Attachments: Contract Agreement



**AGREEMENT WITH ANITA C. WILLIS**  
**FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the date of execution, and is made by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and Anita C. Willis, an individual, (hereinafter referred to as "ATTORNEY"). The Parties hereto agree as follows:

1. **LEGAL SERVICES.** ATTORNEY shall assist COUNTY with the RUHS Project as outlined in Exhibit A, consisting of one (1) page, which is attached hereto and incorporated herein by this reference. COUNTY shall ensure that ATTORNEY has reasonable access to COUNTY staff and executives as necessary to carry out the objectives of this engagement. This AGREEMENT is for transactional services only. Litigation services are not the subject of this AGREEMENT.

2. **TERM.** This AGREEMENT shall commence upon signature by both parties and, unless terminated pursuant to Section 7, shall continue through June 30, 2018, or completion of the last work assignment relating to the RUHS Project, whichever occurs first. The Parties may annually renew or extend the term of this AGREEMENT until the RUHS Project is completed, not to exceed two (2) renewals or extensions. Any renewals or extensions shall be made by written Amendment signed by the Parties.

3. **PROTECTED HEALTH INFORMATION.** The Parties agree that ATTORNEY shall not have access to COUNTY's Protected Health Information ("PHI") as defined in 45 C.F.R. § 160.103. If the Parties subsequently determine that ATTORNEY'S access to COUNTY'S PHI is necessary for the performance of this AGREEMENT, the Parties will execute a Business Associate Agreement before COUNTY's PHI is made available to ATTORNEY.

4. **INDEPENDENT CONTRACTOR.** ATTORNEY is, for purposes relating to this AGREEMENT, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the ATTORNEY (including her employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties. It is further understood and agreed by the Parties that ATTORNEY in the performance of this AGREEMENT is not subject to the control or direction of COUNTY as to the means and methods of carrying out ATTORNEY'S professional services.

It is the ATTORNEY'S responsibility to have or provide for her own office space and equipment for her profession. COUNTY does not provide office space, telephone and/or office equipment supplies. COUNTY will provide a meeting space at RUHS for RUHS meetings with ATTORNEY and other parties relating to the RUHS Project. COUNTY will follow its standard process with respect to providing badges to consultants that are frequently on site.

5. **PRIOR APPROVALS.** ATTORNEY shall obtain the prior written approval of COUNTY before: (i) retaining any consultant; or (ii) commencing travel on behalf of COUNTY outside the Counties of Riverside, San Bernardino, Orange, and Los Angeles.



6. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represent and warrant that no COUNTY employee whose position in COUNTY 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 ATTORNEY, or shall have any direct or indirect financial interest in this AGREEMENT.

It is possible that some of ATTORNEY'S present or future clients will have disputes with COUNTY during the time that ATTORNEY is representing the COUNTY. Should a situation arise where a client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, ATTORNEY will notify COUNTY in writing. Upon receipt of such notice, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEY. Should COUNTY determine that it is in COUNTY'S best interest to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination.

7. TERMINATION. Services performed under this AGREEMENT may be terminated by COUNTY, in whole or in part, at any time COUNTY deems termination to be in its best interest. COUNTY shall terminate services by delivering to ATTORNEY a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

8. EFFECT OF TERMINATION. After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEY shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (ii) complete services not terminated by the Termination Notice; and (iii) submit final billing for terminated services within thirty (30) days from the effective termination date.

9. CLOSING REPORT UPON TERMINATION. ATTORNEYS shall deliver a Closing Report to COUNTY immediately after termination of services under Section 6 which shall include, but not be limited to: (i) a brief description of the status of all matters for which services have been provided; and (ii) a discussion of COUNTY's exposure and applicable law, if appropriate.

ATTORNEYS shall give COUNTY copies or originals, as appropriate, of all files and attorney work product relating to all matters for which services have been provided. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

10. COMPENSATION. The total amount of compensation paid to ATTORNEY under the terms of this AGREEMENT (excluding authorized expenses) shall not exceed One Hundred Seventy Two Thousand Eight Hundred Dollars (\$172,800), unless a written amendment to this AGREEMENT is executed by both Parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. ATTORNEY shall notify COUNTY immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total compensation.



11. FEES. The billing rate for ATTORNEY under this AGREEMENT shall be \$180.00 per hour.

12. EXPENSES. COUNTY shall reimburse ATTORNEY for their actual out-of-pocket expenses, but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in ATTORNEY'S hourly rates.

Reimbursable ordinary expenses shall include, but not be limited to: (i) postage; (ii) courier service; (iii) facsimile transmissions; (iv) in-house document reproduction, provided, however, that if an amount charged in any one month will exceed \$500.00, prior approval of COUNTY shall be obtained; and (v) long distance phone calls.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY has obtained prior approval of COUNTY. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the Counties of Riverside, San Bernardino, Orange, and Los Angeles; (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 COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; and (iv) mileage or travel expenses from the regular office of ATTORNEY to COUNTY.

13. PAYMENT. ATTORNEY shall submit her billing statement 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:

County of Riverside  
Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555  
Attn: Hospital Administration

ATTORNEY shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include: (i) hourly rates and specific activities; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a description of specific activities; (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.

ATTORNEY 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. ATTORNEY shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to by COUNTY and ATTORNEY.



COUNTY shall make payment(s) for services rendered under this AGREEMENT monthly in arrears based on the itemized billing statement(s) submitted by ATTORNEYS. Payment shall be made by COUNTY within thirty (30) days after receipt of billing from ATTORNEYS. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

14. SUPERVISION OF AGREEMENT. ATTORNEY, on her own behalf, shall have full authority to act on all matters encompassed by this AGREEMENT and shall be fully responsible for the quality of the work produced. County Counsel, or his/her designee, shall have full authority to act for the COUNTY on all matters encompassed by this AGREEMENT.

15. CONFIDENTIALITY. ATTORNEY shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, her provision of services under this AGREEMENT. The maintenance of confidentiality shall be in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEY shall inform all personnel providing services of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. COMMUNICATIONS WITH COUNTY. ATTORNEY recognizes that her relationship with COUNTY 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 COUNTY is confidential and privileged. ATTORNEY warrants that she shall not disclose or use in any manner whatsoever any of the information obtained from COUNTY and its agents, employees, officers and/or representatives in connection with said relationships or proceedings. ATTORNEY understands that the Office of County Counsel is the empowered legal representative of COUNTY and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent COUNTY'S legislative or appointive bodies.

17. INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at her sole cost and expense, the following insurance coverage during the term of this AGREEMENT.

A. Workers' Compensation:

Statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California, if ATTORNEY has employees as defined by the State. 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 COUNTY, 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 her obligations hereunder. Policy shall name COUNTY, its Board of Supervisors, Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials, directors, officers, employees, agents or representatives as Additional Insureds. The policy's limit of liability shall not be 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.

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 COUNTY, its Board of Supervisors, its Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials directors, officers, employees, agents or representatives as Additional Insureds.

D. Professional Liability:

ATTORNEY shall maintain Professional Liability Insurance providing coverage for services 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 her 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 COUNTY'S Risk Manager. If 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) 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 COUNTY'S Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY'S Risk Manager, ATTORNEY'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) ATTORNEY shall cause ATTORNEY'S insurance carrier(s) to furnish COUNTY 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 COUNTY'S Risk Manager, provide original 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 COUNTY 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 COUNTY 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 coverages set forth herein and that the insurance required herein is in full force and effect. ATTORNEY shall not commence services 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 ATTORNEY'S insurance shall be construed as primary insurance, and 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 services 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 COUNTY reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverages currently required herein, if, in COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by 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 and hold harmless COUNTY, its Board of Supervisors, Agencies, Districts, Special Districts and Departments and their respective elected and appointed officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnified Parties") from any liability whatsoever including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of ATTORNEY, her employees, subcontractors, agents or representatives arising out of or in any way relating to this AGREEMENT. ATTORNEY shall defend, at her sole expense, and pay all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

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

ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided to COUNTY the appropriate form of dismissal relieving COUNTY 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 Indemnified Parties herein from third party claims.

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

If to COUNTY:

Gregory P. Priamos, County Counsel  
County of Riverside  
3960 Orange Street, Suite 500  
Riverside, CA 92501

Anita C. Willis  
Professional Services



If to ATTORNEYS:

Anita C. Willis, Esq.  
6907 Hannum Avenue  
Culver City, CA 90230  
Phone (213) 446-8677  
Fax: (310) 915-9757  
Email: [anitawillis@sbcglobal.net](mailto:anitawillis@sbcglobal.net)

20. ASSIGNMENT. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEY to assign or subcontract services relating to this AGREEMENT without the consent of COUNTY shall constitute a material breach of this AGREEMENT. However, ATTORNEY may retain consultants and experts as ATTORNEY deem appropriate after receiving the written approval of COUNTY.

21. COMPLETE AGREEMENT. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEY which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this AGREEMENT.

*[Intentionally Left Blank; Signature Page Follows]*



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By: [Signature]

Name: [Signature]

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: SEP 26 2017

ANITA C. WILLIS

By: [Signature]

Name: ANITA C. WILLIS

Title: Principal/Owner

Date: 9-13-17

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: [Signature]  
Tawny V. Lieu, Deputy County Counsel



## **EXHIBIT A**

### **Scope of Services**

The Parties agree as follows:

1. ATTORNEY shall provide professional legal services to the COUNTY on behalf of its Riverside University Health System ("RUHS") with respect to RUHS efforts toward clinical integration, population health, greater access to health care, as well as clinical efficiencies working with health care providers in Riverside County as well as the broader Inland Empire community ("RUHS Project"). These efforts are currently being directly through the RUHS relationship with University Preferred Health Partners (UPHP) and its affiliated entities. RUHS Project includes long term plans that may or may not include obtaining Knox-Keene licensure, other network affiliations and related growth strategies. ATTORNEY shall represent COUNTY in its UPHP membership.
2. ATTORNEY shall work under the direction of the COUNTY Assistant CEO-Health Systems/Hospital CEO and RUHS staff as directed by COUNTY Assistant CEO-Health Systems/Hospital CEO. ATTORNEY shall provide legal updates to RUHS and keep them apprised of any legal issues and/or developments.
3. ATTORNEY shall also work under the direction of County Counsel or his designee. ATTORNEY shall keep County Counsel apprised of the status of the assignment.
4. ATTORNEY shall attend meetings as requested by RUHS and County Counsel, including but not limited to UPHP Attorney work group meetings, Board meetings, Committee meetings, and other meetings as required.
5. ATTORNEY shall be a member in good standing with the State Bar of California throughout the term of the AGREEMENT. ATTORNEY represents that she has the skill, knowledge and experience to undertake the representation set forth in this Exhibit.
6. ATTORNEY shall not provide legal services which are currently within the scope of the Office of County Counsel unless requested and authorized by County Counsel and the COUNTY Assistant CEO-Health Systems.