

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



ITEM: 3.34
(ID # 17183)

MEETING DATE:

Tuesday, December 07, 2021

FROM : PUBLIC SOCIAL SERVICES:


SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Adoption of Resolution Number 2021-180, Initiation of the Development of an Integrated and Comprehensive County Health and Human Services System and Approval of a Coordinated Care Model; Approval of Legal Services Agreement with Foley & Lardner LLP; All Districts. [Total Cost \$90,000 (subject to additional compensation \$18,000) - Federal 55%, State 20%, Realignment 21%, County 4%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2021-180 Initiation of the Development of an Integrated and Comprehensive County Health and Human Services System and Approval of a Coordinated Care Model; and
2. Authorize the Assistant County Executive Officer – Human Services/Director of DPSS, or designee, to lead the initiative to fully develop the Integrated and Comprehensive County Health and Human Services System; and

Continued on page 2

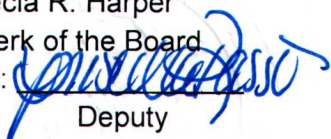
ACTION:Policy


Sayori Baldwin, DPSS Director 9/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 7, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Assistant County Executive Officer – Human Services/Director of DPSS, or designee, to request approval from the California Health and Human Services Agency to develop the integrated Health and Human Services system in Riverside County; and
4. Approve the Legal Services Agreement DPSS-0003576 with Foley & Lardner LLP for legal services pertinent to the County’s Integrated System in the amount of \$90,000 for a period of two years from the Effective Date, and authorize the Chair of the Board to execute the Agreement on behalf of the County; and
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel to: sign amendments that exercise the options of the agreements including modifications of the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$45,000	\$45,000	\$90,000	\$0
NET COUNTY COST	\$1,800	\$1,800	\$3,600	\$0
SOURCE OF FUNDS: Federal 55%, State 20%, Realignment 21%, County 4%			Budget Adjustment:	No
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

California Welfare and Institutions Code (WIC) § 18991 - 18991.4 provides counties with the opportunity to operate “integrated and comprehensive county health and human services system[s]” with approval of their respective board of supervisors. A resolution from this Board is required to solicit approval from the California Health and Human Services Agency and, upon approval, can begin further implementation efforts.

This initiative aims to incorporate the work, service provision, and data of multiple County departments and various community-based organizations into an integrated system aimed at serving vulnerable, high-need residents. The initiative would result in an information hub that would strengthen the service delivery system and address the needs of Riverside County

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residents who access County services. The goal is to improve health, self-sufficiency, recovery and well-being services and develop holistic, effective and efficient models of person-centered coordinated services among participating departments.

The system will provide guidelines regarding access to processing and sharing of client data for the purpose of increasing operational efficiencies, leveraging strategic partnerships, streamlining application and case management processes, and developing a client-centered service delivery model.

The system would include departments within the Human Services, Public Safety, and Riverside University Health System (RUHS) Portfolios. Cross-department coordination and data sharing is necessary to improve well-being, self-sufficiency outcomes of clients, and to operationalize and institutionalize a client-centered care delivery model for all services.

The information hub will be utilized not only for client referrals and coordinated client-centered care, but also for ongoing analysis and process improvement components to ensure effective and timely service delivery in support of long-term priority well-being outcomes for Riverside County residents.

The integrated system is specifically designed to identify and coordinate services for individuals who face multiple challenges in key life areas, such as abuse and neglect, homelessness, mental or physical health issues, economic vulnerability and child support challenges. The System will ensure the seamless delivery of service accessibility, improved referrals, access and sustained engagement of clients; and increase the coordination of services, improve outcomes, and reduce duplicative services or ineffectual services.

It is recommended to approve the Legal Services Agreement to engage Foley & Lardner LLP as outside counsel to provide advice and representation in connection with the development and implementation of an integrated coordinated care system (the "Initiative"). The Initiative involves privacy and confidentiality issues, the development of policies and procedures for governance purposes and navigating through the creation of the Initiative with the County partners, other state and federal agencies and community partners. In providing these legal services, Foley & Lardner LLP will leverage its expertise in health privacy law, its experience serving county safety net providers, and its involvement with other county efforts to build integrated care systems that improve outcomes for vulnerable residents by addressing the social determinants of health. Outside counsel will act as liaison with the Office of County Counsel on this Initiative. The hourly rates proposed are reasonable given the expertise needed to best serve the County for this Initiative and the estimated engagement cost is a not to exceed amount of \$90,000 over the two-year term of the Legal Services Agreement. The parties may amend this agreement in writing to adjust the scope of services or the agreement amount if desired.

Impact on Residents and Businesses

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An integrated Health and Human Services System will provide a streamlined approach to accessing services, providing referrals, engaging with clients, and will increase service coordination and reduce service duplication.

Additional Fiscal Information

Funding for this agreement will be budgeted through the normal County budgeting process. 75% of funding comes from Federal and State funds.

ATTACHMENTS:

ATTACHMENT A. Resolution No. 2021-180

ATTACHMENT B. Legal Services Agreement with Foley & Lardner LLP


Brianna Lontajo, Principal Management Analyst 12/1/2021


Gregory H. Priamos, Director County Counsel 11/22/2021

2
3 RESOLUTION NO. 2021-180

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5 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 INITIATION OF THE DEVELOPMENT OF AN INTEGRATED AND COMPREHENSIVE COUNTY HEALTH
7 AND HUMAN SERVICES SYSTEM AND APPROVAL OF A COORDINATED CARE MODEL
8

9 WHEREAS, the Board of Supervisors (“Board”) recognizes that the County of Riverside’s
10 most vulnerable, high-need residents require coordinated services that holistically address multiple needs
11 of the person or within a family;

12 WHEREAS, the Board is committed to strengthening service delivery to support the most
13 vulnerable residents of Riverside County in order to achieve self-sufficiency, sustained recovery and well-
14 being for independence;

15 WHEREAS, pursuant to California Welfare and Institutions Code (“WIC”) Sections 18991-
16 18991.4, the Board may establish an integrated and comprehensive county health and human services
17 system (the “System”) that will integrate and coordinate the provision of services by County of Riverside
18 (“County”) departments, connecting and sharing of information cross-departmental and establish a client-
19 centered coordinated service delivery approach to improve the health, well-being, and self-sufficiency of
20 the most vulnerable residents;

21 WHEREAS, the System would allow for the coordinated point of entry for and seamless
22 referral opportunity to clients for purposes related to the administration and service delivery of
23 comprehensive County services;

24 WHEREAS, in order to implement the System, the County would need to establish a plan
25 that includes, but is not limited to, the participation of the Department of Public Social Services (DPSS),
26 First 5, Housing, Homelessness Prevention and Workforce Solutions (HHPWS), Office on Aging,
27 Veterans’ Services and Department of Child Support Services (the Human Services Portfolio), and other
28 county departments such as Probation, other public safety departments, and Riverside University Health

1 System (“RUHS”) Portfolio; and various community-based organizations with the common objective to
2 serve vulnerable, high-need residents and provide guidelines regarding access to and the processing and
3 sharing of client data for care coordination;

4 WHEREAS, as part of its integrated and comprehensive county health and human services
5 system the County desires to establish, the following program and service areas may be included in its
6 System, but are not limited to: adoption services; child abuse prevention services; child welfare services;
7 delinquency prevention services; drug and alcohol services; mental health services; eligibility
8 determination; employment and training services; foster care services; health services; public health
9 services; housing services; medically indigent program services; veterans' services; aging services; and any
10 other related program as designated by the board of supervisors and beneficial to the community of
11 Riverside County;

12 WHEREAS, the County of Riverside Human Services Portfolio plans to implement an
13 integrated, county-wide system with a single point of access and coordinated wraparound services to help
14 increase operational efficiencies, leverage strategic partnerships, and streamline application and case
15 management processes for customers who may be eligible for multiple services;

16 WHEREAS, approval of a coordinated and client-centered service delivery model will aid
17 in achieving the above described objectives;

18 WHEREAS, the System would be comprised of a “four-pronged” approach which includes
19 an interdepartmental multidisciplinary team, an integrated data information hub, a system of governance
20 and partnerships with community-based organizations and academic institutions;

21 WHEREAS, the System will enable the development and coordination of multi-disciplinary
22 teams (MDT) comprised of staff from multiple County departments including but not limited to, eligibility
23 workers, social services practitioners, clinicians, probation officers and other direct service providers to
24 work collaboratively to establish and maintain an integrated information hub;

25 WHEREAS, the System will become the necessary milestone to create a single integrated
26 data information hub to address the needs of the most vulnerable residents who are often dependent on a
27 multitude of different County services and allow for a seamless and more effective program administration
28 across several County departments;

1 WHEREAS, the data hub will be utilized for ongoing analysis and process improvement
2 components to ensure effective and timely service delivery in support of long-term priority well-being
3 outcomes for Riverside County residents;

4 WHEREAS, the County will honor the privacy rights of all clients in compliance with
5 applicable federal and state privacy and confidentiality regulations through the design of data sharing
6 systems;

7 WHEREAS, a system of governance for the administrative oversight will be established for
8 the coordination of care and sharing of information comprised of representatives from all participating
9 departments, and a memorandum of understanding (MOU) among the participating county departments
10 will be drafted to memorialize the structure, establish roles and responsibilities, and further outline mutual
11 objectives. These MOUs shall specify the types of information that may be shared and the process to be
12 used to ensure confidentiality, maintain and evaluate a system of administration and a system of reporting
13 and accountability for providing combined provisions of services;

14 WHEREAS, the System will also include strategic partnerships with third-party community-
15 based organizations and academic institutions to better serve the vulnerable populations and to provide
16 resources to recipients of services under this integrated care system;

17 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board
18 of Supervisors of the County of Riverside, in regular session assembled on _____, 20__, in the
19 meeting room of the Board of Supervisors, located on the first floor of the County Administrative Center,
20 4080 Lemon Street, Riverside, California, that, the Board:

- 21 1. Finds that the recitals set forth above are true and correct.
- 22 2. Hereby authorizes and directs county departments to initiate and cooperate in furtherance of
23 establishing an integrated and comprehensive county health and human services system pursuant
24 to WIC Sections 18991-18991.4.
- 25 3. Hereby approves a coordinated and client-centered service delivery model, subject to further
26 necessary actions as described herein.
- 27 4. Authorizes the County departments to pursue the development of the interdepartmental
28 multidisciplinary team, an integrated data information hub, a system of governance and

1 partnerships with community-based organizations and academic institutions, which would be
2 subject to approval by the Board when each prong is developed.

3 5. This Resolution shall take effect immediately upon its adoption.

4 ROLL CALL:

5 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
6 Nays: None
7 Absent: None

8 The foregoing is certified to be a true copy of a resolution
9 duly adopted by said Board of Supervisors on the date therein set
10 forth.

11 Kecia R. Harper, Clerk of said Board

12 By  _____
13 Deputy

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24 FORM APPROVED COUNTY COUNSEL

25 BY Esene Sainz 11/19/21
26 ESENE SAINZ DATE

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter "COUNTY", and Foley & Lardner LLP, a Wisconsin limited liability partnership, hereinafter "ATTORNEY". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on _____, 2021 (the "Effective Date") and continue until two years after the Effective Date, unless sooner terminated. The Parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services to the County of Riverside. ATTORNEY legal representation shall include representation of County in matters involving privacy and confidentiality issues associated with the County's Integrated Care System Initiative (the "Initiative") in order to assist County with its compliance obligations with state and federal laws and regulations. ATTORNEY has the experience in health privacy laws and the legal services are desired due to complex and unique legal issues which require a heightened level of experience. The transactional work will include:

- A. Advising on privacy issues, including confidentiality laws related to social services data and health care information;
- B. Advising on the development and execution of a system of governance and internal controls for the integrated coordinated care system;
- C. Reviewing, drafting, and negotiating contracts with vendors, partners, and the State;
- D. Drafting and reviewing DPSS and County policies and procedures;
- E. Attending stakeholder meetings or hearings to participate in all stages of the Project, when requested;
- F. Assisting DPSS to negotiate, acquire, and implement electronic information systems;
- G. Providing training for executive staff members on key privacy and governance issues;
- H. Preparing internal memoranda to analyze legal and compliance risks;
- I. Collaborating with DPSS program and County staff, including privacy and compliance experts;
- J. Liaising with County Counsel to provide legal guidance and support;
- K. Contacting government agencies for guidance or approval of project elements;
- L. Advising DPSS on additional legal issues that emerge in connection with the Project; and
- M. Review of the law and provide guidance in regard to requisite procedures, rules and regulations for the aforementioned areas of law and matters.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Adam Hepworth, Senior Counsel. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of County Counsel.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represent and warrant that to the best of ATTORNEYS knowledge 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.

Any Attorney timekeepers working on County matters who were former employees of County at the time of execution of this Agreement or who subsequently become affiliated with ATTORNEY in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by ATTORNEY to County; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEY for a period of one year from the date the former County employee left County employment.

The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEY'S present or future clients will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, such that a conflict arises under the applicable rules of professional conduct, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, 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 best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines 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.

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; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

ATTORNEY shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEY for COUNTY. ATTORNEY shall give COUNTY 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.

6. COMPENSATION. For the duration of this Agreement, the total amount of compensation that may be paid to ATTORNEY under the terms of this Agreement shall not exceed Ninety Thousand Even Dollars (\$90,000). These amounts may be amended by the parties to this Agreement, provided a written amendment 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 the COUNTY immediately in writing when ATTORNEY have expended seventy-five percent (75%) of the total compensation.

COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partners	\$690
Of Counsel, Special Counsel	\$670
Senior Counsel	\$635
Associates	\$480
Paralegals	\$300

7. 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 the ATTORNEY'S hourly rate.

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; (iv) and 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 the 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; (iv) mileage or travel expenses from the regular office of ATTORNEY to COUNTY.

8. PAYMENT. ATTORNEY shall submit its 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
 Department of Public Social Services
 Fiscal Management Reporting Unit
 Attn: Luisa Sabio
 4060 County Circle Dr.
 Riverside, CA 92503
OperatingServicesContractPayments@rivco.org

With a copy to:

Office of County Counsel
Attn: Synthia M. Gunzel
Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501
smgunzel@rivco.org

County of Riverside
Department of Public Social Services
Contracts Administration Unit
Attn: Richard Sandoval
10281 Kidd St.
Riverside, CA 92503
rsandova@rivco.org

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY 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.

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 between COUNTY and ATTORNEY.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by ATTORNEY. Payments shall be made by COUNTY within forty-five (45) days of receipt of billing statements from ATTORNEY. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement shall be terminated by COUNTY upon immediate notice to ATTORNEY. ATTORNEY shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. Nancy Chung, Administrative Services Manager II, or designee, with concurrence from County Counsel on material issues, shall have authority to direct policy actions for COUNTY regarding ATTORNEY'S services.

11. CONFIDENTIALITY. ATTORNEY shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services 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. ATTORNEY shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognize that their 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 warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings except as required by the applicable Code of Professional Responsibility. ATTORNEY understand that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

13. LICENSES. ATTORNEY, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this agreement.

14. Intentionally Deleted

15. REQUIRED 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 their sole cost and expense, the following insurance coverage during the term of this Agreement.

A. Workers' Compensation: If ATTORNEY have employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 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 \$1,000,000.00 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 as Additional Insured.

D. Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for ATTORNEY'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 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 and 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 date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEY have 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 or Fitch rating of not less than an 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 the specific insurer and only for one policy term.

2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement.

3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. ATTORNEYS shall give COUNTY thirty (30) days written notice 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 coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until COUNTY has been furnished with 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 by the parties hereto and ATTORNEY'S insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right, after reaching mutually agreeable terms with ATTORNEY 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) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) ATTORNEY agree 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.

16. INDEMNIFICATION. ATTORNEY shall indemnify and defend COUNTY from any third party claims, suits, or actions ("Claims") for any liability whatsoever, including but not limited to, property damage, bodily injury, or death directly caused by ATTORNEYS' negligence or willful misconduct in its performance under this AGREEMENT. This indemnity is subject to the terms and limits of ATTORNEY's insurance coverage.

If a Claim is brought against COUNTY, COUNTY shall: (i) promptly notify ATTORNEY in writing as soon as COUNTY becomes aware of any Claim asserted against COUNTY, provided, however, that failure to give such notice shall not excuse ATTORNEY'S obligations, except to the extent the ATTORNEY has suffered material damage or prejudice as a result of a delay in or a failure by the COUNTY to give notice, (ii) authorize ATTORNEY and/or its insurers the opportunity to control the defense and settlement of any such Claim and (iii) otherwise reasonably cooperate with ATTORNEY in such defense or settlement. ATTORNEY will not be liable for any settlement made by COUNTY without the ATTORNEY'S prior written consent. COUNTY shall have the right to participate in the defense of the claim using attorneys of its choice, at its own expense, provided, however, that ATTORNEY shall have full authority and control of any such Claim. Notwithstanding the foregoing, ATTORNEY shall not have the right to make a settlement or take other action that would admit liability or wrongdoing by COUNTY, place obligation or restriction on COUNTY or impose injunctive relief upon COUNTY, in each case, without the prior written consent of COUNTY which shall not be unreasonably withheld.

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or ATTORNEY at

the following addresses below, or at any other address COUNTY or ATTORNEY shall provide in writing to each other:

To ATTORNEY:

Foley & Lardner LLP
Attn: Adam Hepworth
555 South Flower Street, Suite 3300
Los Angeles, CA 90071-2418

To COUNTY:

County of Riverside
Department of Public Social Services
Contracts Administration Unit
Attn: Richard Sandoval
P.O. Box 7789
Riverside, CA 92513

With a copy to:

Office of County Counsel
Attn: Synthia M. Gunzel
Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501

18. 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.

19. INDEPENDENT CONTRACTOR. It is agreed that ATTORNEY is an independent contractor and that no relationship of employer-employee exists between the parties. ATTORNEY and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for ATTORNEY employees from the compensation payable to ATTORNEY under this Agreement.

20. NO DEBARMENT OR SUSPENSION. ATTORNEY's lawyers working on County matters under this Agreement certify that, after reasonable inquiry:

A. they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

B. has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction;

C. violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and

E. has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

21. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and ATTORNEY self-monitoring. ATTORNEY shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. ATTORNEY shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. ATTORNEY shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

D. If ATTORNEY disagrees with an audit, ATTORNEY may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. ATTORNEY shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

E. ATTORNEY shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate ATTORNEY's performance at any time, upon reasonable notice to the ATTORNEY.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

ATTORNEY shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities, in effect as of the Effective Date of this Agreement, which impose duties and regulations upon COUNTY which are directly related to this Agreement. These shall be equally applicable to and binding upon ATTORNEY to the same extent as they are upon COUNTY.

23. EMPLOYMENT PRACTICES

A. ATTORNEY shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. ATTORNEY shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, ATTORNEY shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, ATTORNEY shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. Employment Development Department reporting requirements: If required by law, ATTORNEY shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

24. LOBBYING

A. ATTORNEY shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, ATTORNEY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ATTORNEY shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, executed for services to be

provided solely under this Agreement and that all sub-recipients shall certify and disclose accordingly.

25. ADVERSE GOVERNMENT ACTION. In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

26. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEY shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

27. COUNTERPARTS; DIGITAL SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

28. FORCE MAJEURE. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

29. MODIFICATION OF TERMS. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1, of the current fiscal year.

(Signature Provisions on Following Page)

30. 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 ATTORNEY relating to the subject matter of this Agreement.

COUNTY OF RIVERSIDE

Dated: DEC 07 2021

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia Harper

By: [Signature]
Deputy

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

Dated: Nov 18, 2021

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

Foley & Lardner LLP

Dated: Nov 18, 2021

By: Adam Hepworth
Adam Hepworth
Senior Counsel