

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE LAW FIRM OF FOLEY & LARDNER, LLP**

THIS AGREEMENT, is entered into on _____, 2006, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"), and the law firm of FOLEY & LARDNER, LLP (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H

WHEREAS, COUNTY desires to retain CONTRACTOR to represent COUNTY in efforts to obtain supplemental Medi-Cal payments;

WHEREAS, CONTRACTOR has both the qualified personnel and expertise to provide such legal and associated services as are necessary and it is ready, willing and able to now provide such services upon request of COUNTY:

WHEREAS, due to the unique qualification of CONTRACTOR, the Request for Proposed process need not be utilized:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. CONTRACTOR shall perform legal and associated services on behalf of the County of San Mateo and its officers and employees with regard to assisting and advising the County in obtaining supplemental Medi-Cal payments.

Unless otherwise agreed to by the parties in writing, services under this Agreement shall be performed by, or under the supervision of, Denise Rodriguez, Esq. and Diane Ung, Esq.

2. In consideration for the providing of such legal services as herein described, COUNTY shall pay CONTRACTOR at CONTRACTOR's schedule of hourly rates normally charged to public jurisdictions, a copy of which is attached hereto as Exhibit A.

CONTRACTOR shall also be entitled to reimbursement for reasonably incurred costs. However, COUNTY's total obligation under this agreement shall not exceed \$25,000 unless expressly agreed to in writing between CONTRACTOR and COUNTY. Payments will be made within 30 days of receipt of billing by CONTRACTOR.

At such times as hourly rates reflected in Exhibit A are adjusted by CONTRACTOR for general application to its clients, and upon thirty (30) days notice to COUNTY, the schedule of hourly rates in Exhibit A shall be changed to conform with such adjustment.

3. In performing the legal services herein agreed upon, CONTRACTOR shall have the status of independent CONTRACTOR and shall not be deemed to be an officer or employee of the COUNTY.

4. CONTRACTOR shall not assign any of its rights or obligations herein contracted for without the written consent of the COUNTY first having been obtained.

5. CONTRACTOR shall at all times keep a complete and thorough record of the services and time expended by CONTRACTOR and CONTRACTOR shall also make available to COUNTY for inspection purposes all of such records so maintained. COUNTY will pay upon billing by CONTRACTOR based upon time and service previously rendered.

6. CONTRACTOR shall keep in full force and effect during the term of this Agreement malpractice coverage in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00).

7. This Agreement shall be for a period of two years, commencing on August 1, 2006 and ending on July 31, 2008. Moreover, this Agreement may be terminated by either party upon the giving of thirty (30) days written notice prior to the effective date of such termination.

8. CONTRACTOR agrees to comply with the County's non-discrimination policy

and equal benefits ordinance. Specifically, CONTRACTOR shall comply with the non-discrimination requirements described in Schedule A which is attached hereto, and incorporated herein.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject CONTRACTOR to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of CONTRACTOR from bidding on or being awarded on a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine CONTRACTOR'S employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to CONTRACTOR under the Contract or any other CONTRACTOR between CONTRACTOR and County.

With respect to its offices in California, CONTRACTOR shall report to the County Manager the filing by any person in any California court of any complaint of discrimination or the filing by and person of any and all charges with the Equal Employment Opportunity

Commission, the Fair Employment and Housing Commission or any other California state entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified CONTRACTOR that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. CONTRACTOR shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, CONTRACTOR shall comply with the County Ordinance which prohibits CONTRACTOR'S from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, with one exception. CONTRACTOR is not required to provide equal health benefits for opposite sex domestic partners.

CONTRACTOR shall comply with County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employees regular pay the fees received for jury service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
and year first above written.

FOLEY & LARDNER LLP

BY: Diane Ung
DIANE UNG, PARTNER

COUNTY OF SAN MATEO

BY: _____
JERRY HILL, PRESIDENT OF THE
BOARD OF SUPERVISORS

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

SCHEDULE A

Contract between County of San Mateo and Foley & Lardner LLP, hereinafter called "CONTRACTOR."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. CONTRACTOR shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. CONTRACTOR's personnel policies shall be made available to County upon request.
- c. CONTRACTOR shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. CONTRACTOR shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

EXHIBIT A

**FOLEY & LARDNER LLP/SAN MATEO COUNTY
 AGREEMENT FOR LEGAL SERVICES
 HOURLY RATES FOR CALIFORNIA LAWYERS AND SELECTED NON-CALIFORNIA
 LAWYERS
 JULY 1, 2006 THROUGH JUNE 30, 2007**

**STD
 HOURLY
 RATE (\$)**

PERSONNEL

OFFICE

PARTNERS

Abalona, William	Sacramento	485
Acevedo, Lisa	Chicago	475
Albert, Richard	Los Angeles	495
Anderson, Janice	Chicago	475
Arnold, Larry	San Francisco	490
Barnes, Teveia	San Francisco	550
Beezy, Miriam	Los Angeles	550
Biehl, Michael	Milwaukee	690
Blumenthal, David	Los Angeles	650
Brown, Lowell	Los Angeles	555
Carden, Douglas	Los Angeles	540
Carlucci, Thomas	San Francisco	550
Cohn, Jonathon	Los Angeles	475
Connelly, James	Milwaukee	775
Delehunt, Michael	San Francisco	480
deGyarfas, Victor	Los Angeles	490
Douglas, John	San Francisco	420
Egan, Kevin	Chicago	555
Elias, Peter	San Diego	500
Ellisen, Patrick	Silicon Valley	545
Entin, Fredric	Chicago	505
Gage, Laura	Milwaukee	580
Gavin, John	Chicago	585
Geenen, Nancy	San Francisco	550
Geifuss, Frederick	Milwaukee	685
George, LaDale	Chicago	510

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 RATE (\$)**

**PERSONNEL
PARTNERS**

OFFICE

Goldstein, Robert	San Diego	500
Gonzalez-Knavel, Maria	Milwaukee	545
Goodfellow, Lynn	San Diego	400
Green, Edward	Chicago	450
Hart, Rachelle	Milwaukee	580
Hoffman, Sam	San Diego	580
Johnston, Pamela	Los Angeles	550
Kalyvas, James	Los Angeles	635
Keller, George	San Francisco	420
King, Ivonne	San Francisco	450
Klein, Kenneth	San Diego	430
Koch, Gary	Tampa	435
Lasater, Richard	Los Angeles	575
Lenain, Adam	San Diego	425
Leventhal, Robert	Los Angeles	540
Lindeke, Jonathan	San Francisco	540
McCloskey, Michael	San Diego	495
McClune, Gregory	San Francisco	495
McFeely, Stephen	Los Angeles	520
Morrigan, Shirley	Los Angeles	495
Moser, Gregory	San Diego	475
Murer, Matthew	Chicago	420
Nanda, Deepak	Los Angeles	425
Nguyen, James	Los Angeles	475
Nourani, Leila	Los Angeles	450
Oppenheim, Charles	Los Angeles	540
Overly, Michael	Los Angeles	640
Owens, Keith	Los Angeles	420
Penner, Ingeborg	San Francisco	475

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<u>PERSONNEL</u>	<u>OFFICE</u>	<u>STD HOURLY RATE (\$)</u>
<u>PARTNERS</u>		
Polin, Kenneth	San Diego	550
Raidy, Cherie	Los Angeles	450
Reiter, Stephen	San Diego	575
Ridley, Eileen	San Francisco	490
Rittmaster, Ted	Los Angeles	490
Robinson, William	Los Angeles	635
Rodriguez, Denise	Los Angeles	515
Root, George	San Diego	515
Rossman, Chris	Detroit	585
Sable, Joshua	Los Angeles	430
Saue, Jacqueline	Washington D.C.	485
Scarano, R. Michael	San Diego	490
Schieble, Mark	San Francisco	580
Seiden, Richard	Los Angeles	550
Serwin, Andrew	San Diego	410
Sevell, Robert	Los Angeles	505
Sheets, Charles	Chicago	510
Smason, Tami	Los Angeles	530
Stewart, Paul	San Francisco	565
Swiss, Gerald	Silicon Valley	575
Taylor, Stacy	San Diego	475
Tengberg, Van	San Diego	525
Ung, Diane	Los Angeles	425
Wagonhurst, Cheryl	Los Angeles	530
Waltz, Judith	San Francisco	525
Warburg, Richard	San Diego	640
Waxman, Mark	Boston	600
Wilson, Jon	Los Angeles	680
Wilson, Barry	San Diego	440
Woodall, Kevin	San Francisco	420

**FOLEY & LARDNER LLP/SAN MATEO COUNTY
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**HOURLY RATES FOR CALIFORNIA LAWYERS AND SELECTED NON-CALIFORNIA
LAWYERS**

JULY 1, 2006 THROUGH JUNE 30, 2007

**STD
HOURLY
RATE (\$)**

**PERSONNEL
OF COUNSELS**

OFFICE

Benz, William	Silicon Valley	480
Fox, Stephen	Silicon Valley	650
Handler, Carole	Los Angeles	500
Rosenfield, Carl	Boston	410
Suddleson, Kenneth	Los Angeles	575
Weissburg, Carl	Los Angeles	660

ASSOCIATES

Aizawa, Katherine	San Francisco	335
Atkin, Jeffery	Los Angeles	360
Barglow, Jason	Los Angeles	360
Berson, Jennifer	San Francisco	275
Calberg, Russell	San Francisco	350
Copeland, Dalen	San Diego	360
Coslick, Ronald	Los Angeles	465
Dodd, Kimberly	Silicon Valley	360
Fattahi, Sahyeh	San Diego	325
Flick, Karen	Silicon Valley	400
Goble, Amie	San Diego	325
Goranson, Andrea	San Francisco	370
Hay, Michael	San Diego	360
Henderson, Uleses	Los Angeles	360
Henning, Courtney	Los Angeles	290
Huang, Debra	San Francisco	275
Inciardi, Scott	San Francisco	325
Ippolito, Marisa	Los Angeles	350

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<u>PERSONNEL</u>	<u>OFFICE</u>	<u>STD HOURLY RATE (\$)</u>
<u>ASSOCIATES</u>		
Julian, Jason	San Francisco	370
Kani, Nina	San Francisco	350
Kawaguchi, Tjoshiaki	San Francisco	360
Kim, Evelyn	San Francisco	285
Kinder, Brian	Los Angeles	415
Kobulnick, Jeffrey	Los Angeles	360
Kosich, Patricia	Los Angeles	345
Kunisaki, Kristy	San Francisco	275
Kwiecinski, Maureen	Milwaukee	305
Lacktman, Nathaniel	Los Angeles	315
Lavender, Jason	Los Angeles	400
Lemmo, John	San Diego	350
LePine, Patrick	Detroit	375
Lewis, Anthony	Los Angeles	370
Lundy, Jason	Chicago	395
McGregor, Jeannine	Los Angeles	360
Minassian, Lori	Los Angeles	350
Napolitana, Lee Ann	San Francisco	400
Naranjo, Michael	San Francisco	350
Osugi, Alyssa	San Diego	260
Pandika, Jesica	San Diego	275
Pugh, Darrell	San Diego	400
Rathburn, Jennifer	Milwaukee	445
Reese, Cameron	San Diego	285
Rizvi, Ramla	Los Angeles	370
Ropp, Traci	San Francisco	400

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<u>PERSONNEL</u>	<u>OFFICE</u>	<u>STD HOURLY RATE (\$)</u>
<u>ASSOCIATES</u>		
Schwarcz, Aaron	San Francisco	385
Siddon-O'Brien, Katherine	Chicago	415
Simkin, Ryan	San Diego	260
Singer, Amie	San Diego	380
Sobaje, Justin	Los Angeles	310
Soby, Katherine	San Diego	295
Talesh, Shauhin	Los Angeles	385
Tanner, Lorna	Silicon Valley	385
Vazquez, Diyari	Los Angeles	325
Wang, Allen	Los Angeles	260
Ward, Christopher	Los Angeles	275
Wittorff, Kelly	San Diego	310
Wong, Patrick	San Francisco	300
Young, Brandon	Milwaukee	340

SENIOR COUNSEL

Barnes, Page	San Francisco	435
Beatty, Joseph	San Francisco	415
Benator, Sarah	Los Angeles	435
Brewer, Celia	San Diego	395
Carsten, Douglas	San Diego	445
de Castro, Jose'-Manuel	Los Angeles	420
Elson, Elizabeth	Los Angeles	385
Kinsel, Grant	Los Angeles	460
Konski, Antoinette	Silicon Valley	525
Lobbin, Stephen	Los Angeles	440
Moskitis, Richard	San Diego	460
Moyer, David	Silicon Valley	465
Newsom, Eric	San Francisco	460

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**PERSONNEL
SENIOR COUNSEL**

OFFICE

Nye, Debra	San Diego	440
Robins, Lena	Washington	450
Rosenbaum, Salem Wayne	San Diego	410
Sachdeva, Gurjeev	San Francisco	480
Tucker, Wendy	San Diego	400
Washington, Susanne	San Diego	420
Williams, Herbert	Los Angeles	430

SPECIAL COUNSEL

Bates, Jeffrey	Los Angeles	440
Brittain, Carol	San Francisco	425
Conn, Lawrence	Los Angeles	500
Haynie, Van	San Diego	500
Kashani, Mir Saied	Los Angeles	425
Klein, Robert	Los Angeles	450
Moran, Tom	Silicon Valley	590
Norvell, Mary	San Diego	405
Prebil, Richard	Chicago	515
Racicot, Diane	San Diego	445
Taylor, Michael	Los Angeles	475

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<u>PERSONNEL</u>	<u>OFFICE</u>	<u>STD HOURLY RATE (\$)</u>
<u>SUMMER ASSOCIATES</u>		
Chen, Ivan	Los Angeles	190
Fu, Jesse	San Francisco	190
Garg, Ankur	Los Angeles	190
Gourley, Michelle	Los Angeles	190
Gray, Kathlene	San Diego	190
Habte, Leeann	Los Angeles	190
Henkels, Robert	San Diego	190
Kosela, Jean	San Francisco	190
Lobring, Kim	Del Mar	190
McClelland, Lynn	Los Angeles	190
McGuinness, Stephen	San Diego	190
Messerian, Razmig	Los Angeles	190
Morshedi, Gillian	San Francisco	190
Perera, Manfred	Los Angeles	190
Riopelle, Matthew	San Diego	190
Shen, Jian	Los Angeles	190
Stone, Jennifer	Los Angeles	190
Taveira, Michael	Los Angeles	190
Wang, Bin	Silicon Valley	190
Wooden, Jeremy	Los Angeles	190
Zhou, Xin-Yi	Los Angeles	190

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**PERSONNEL
PARALEGALS**

OFFICE

Barela, Jeanette	San Diego	125
Belfiore, John	San Francisco	185
Brown, Jesse	San Francisco	100
Coffin, Wendy	San Diego	160
Cristarella, Anthony	San Diego	175
Deem, Thomas	San Francisco	75
DelValle, Wendy	San Francisco	200
Foster, Kathryane	San Diego	220
Garcia, Diane	San Diego	175
Godino, James	San Francisco	100
Goldade, Jodie	San Diego	170
Harris, Deborah	Los Angeles	125
Kitchen, Jill	Los Angeles	65
Kuehnl-Garcia Gretchen	San Diego	190
Lewman, Kevin	Los Angeles	200
Lombardo, Pamela	Los Angeles	170
Maula, Jr. Kenny	San Diego	95
Murphy, Sanmathi	Silicon Valley	125
O'hoyne, Clare	San Francisco	115
Pung, Jeffrey	Silicon Valley	55
Quintero, Nancy	Los Angeles	190
Sabula, Ruth	San Diego	200
Saunders, Wyn	Los Angeles	200
Sivochek, Sergiy	Los Angeles	145
Tenney, Carol	Los Angeles	75
Torres, Jesus	Los Angeles	75
White, Johathan	Los Angeles	75
Zimmerman, Mary	Silicon Valley	230