

RUSH

Contract #: 056-S0611 Amendment II

DATE 6/07/2007

ATTORNEY ED KNAPP

DEPT./INDEX NO. 026100

CONTRACT ROUTING SHEET

BY: [Signature] Date Prepared: 6/7/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
 Dept. Contact: Dustin Bailey
 Phone #: 5833
 Department
 Head Signature: [Signature]
 Bonnie H. Rich

CONTRACTOR:

Name: Valentia Reiner
 Address: 2377 Gold Meadow Way, Ste 100
Gold River, CA 94670
 Phone: 916-526-2748

EL DORADO COUNTY COURSE
 2007 JUN 11 PM 1:47

CONTRACTING DEPARTMENT: Human Resources

Service Requested: Investigative services and other specialized personnel services "as requested"
 Contract Term: Expires June 30, 2008 Amendment Value: \$0
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6-8-07 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6/7/06 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES
 07 JUN - 7 PM 1:34

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

**CONTRACT EMPLOYEE / SELF-EMPLOYED STATUS
DETERMINATION WORKSHEET
REVENUE RULING 87-41:20 CRITERIA**

(to be completed by the Department requesting services, not consultant or contractor)

CONSULTANT or CONTRACTOR: Valentina Reiner

CONTRACT SIGNER: Valentina Reiner

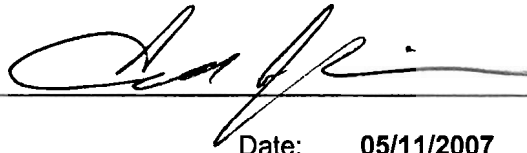
CERTIFICATION

I hereby certify that the statements on this worksheet are true and that the Social Security Withholding on the aforementioned Consultant/Contractor is:

EXEMPT

SUBJECT (Personal) Social Security No.: -

Authorized Department Signature: _____



Title Director

Date: 05/11/2007

Department: Human Resources

Department Contact: Donna Mullens

Date: 05/11/2007

STEP 1 Complete the form on the next page as if you were answering "YES" or "NO" to questions:

If your answer is YES, write "S" (SELF-EMPLOYED)

If your answer is NO, write "E" (EMPLOYEE)

If you don't know how to answer, write "U" (UNCERTAIN)

STEP 2 After answering all twenty questions, total the letters written, and enter below:

20 (S) SELF-EMPLOYED

_____ (E) EMPLOYEE

_____ (U) UNCERTAIN

THE APPARENT DETERMINATION OF CONTRACT EMPLOYEE/SELF-EMPLOYED STATUS MADE UPON COMPLETION OF THIS WORKSHEET IS SUBJECT TO CHANGE UPON COUNTY COUNSEL REVIEW, IN WHICH CASE THE DEPARTMENT WILL BE CONTACTED BY HUMAN RESOURCES FOR ADDITIONAL INFORMATION.

CONTRACT EMPLOYEE / SELF-EMPLOYED STATUS (continued)

- S** 1. **INSTRUCTIONS:** Contractor is not required to follow, nor be furnished with instructions to accomplish a job. County may provide job specifications.
- S** 2. **NO TRAINING:** Contractor will not receive training by County. Will use own methods to accomplish work.
- S** 3. **SERVICES RENDERED:** Contractor is being hired to provide a result and will have the right to hire others to do the actual work.
- S** 4. **WORK ESSENTIAL:** County's success does not depend on the services of outside Contractors.
- S** 5. **OWN WORK HOURS:** Contractor will set own work hours.
- S** 6. **RELATIONSHIP:** Contractor will not have a continuing relationship with the County. If relationship is frequent, it will be at irregular intervals, on-call (not part-time), or when work available. **WARNING:** Part-time, seasonal, or short duration has nothing to do with independent status.
- S** 7. **ASSISTANTS:** Contractor will be responsible for hiring, supervising, and paying assistants.
- S** 8. **OTHER TIME:** Contractor will have time to pursue other gainful work.
- S** 9. **LOCATION:** If work is on County premises, County will not direct or supervise.
- S** 10. **WORK SEQUENCE:** Contractor will determine sequence in which to complete work.
- S** 11. **REPORTS:** Contractor is hired for final result, and will not be asked for progress reports.
- S** 12. **PAYMENT:** Contractor will be paid a set amount agreed on prior to performance of a job. Payment can include periodic payments based on a percentage or on number of hours required for completion of a job times a fixed hourly rate.
- S** 13. **MULTIPLE FIRMS:** Contractor will work for more than one firm at a time.
- S** 14. **BUSINESS EXPENSES:** Contractor will be responsible for own incidental expenses.
- S** 15. **TOOLS:** Contractor will furnish tools required to complete the job.
- S** 16. **INVESTMENT:** Contractor can perform services without use of County facility. Contractor investment in own trade is real, essential, and adequate.
- S** 17. **GENERAL PUBLIC SERVICES:** Contractor's services available to general public by: Office and assistants; Business license; Services in business directory, Advertisement/signs.
- S** 18. **ENTREPRENEURIAL PROFIT OR LOSS:** Contractor profit/loss: Hires, directs, and pays assistants; Has own office, equipment/materials or facilities; Has continuing liabilities; Has performed specific jobs for advance agreed prices; Services affect own business reputation.
- S** 19. **DISCHARGE:** Contractor can not be fired unless in non-compliance of contract terms and conditions.
- S** 20. **NON-COMPLIANCE COMPENSATION:** Contractor is responsible for adequate job completion, and bound legally to compensate County for failure to complete.

(continue with "FEASIBILITY ANALYSIS" for Contracting Out Professional Services)

FACTS THAT WILL ENABLE THE PURCHASING AGENT OR BOARD OF SUPERVISORS TO DETERMINE WHETHER SUCH SERVICES CAN BE "MORE ECONOMICALLY AND FEASIBLY" PERFORMED BY INDEPENDENT CONTRACTORS AS REQUIRED BY COUNTY CHARTER SECTION 210b(6) AND COUNTY ORDINANCE CHAPTER 3.13:

**FEASIBILITY ANALYSIS
FOR
CONTRACTING OUT PROFESSIONAL SERVICES**

The following questions are intended to guide the Department in determining if it is feasible to perform work with contract services versus using in-house labor in order to comply with the County Charter.

"YES" to any question (1) through (6) means an economic analysis is generally not required.

"YES" to any question (7) through (9) means an economic may be required (an economic analysis may address a specific contract, or it may be appropriate to refer to a previously prepared long-range economic analysis which identifies a sustainable staffing level plan).

"NO" to all questions means an economic analysis is required.

COMPLETE QUESTIONS (1) THROUGH (6):

- (1) Does the nature of the work involve emergency services (i.e., issues related to health and safety) where existing County staff cannot perform the work in the time required? YES NO
- (2) Is the contract with or among other governmental entities or agencies? If "YES", specify. YES NO

- (3) Is there legislative authority or other mandates that the service be performed by independent contractors? If "YES", what is the authority? YES NO

- (4) Is a contract necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective? If "YES", explain.
Investigative reports pertaining to discrimination YES NO

- (5) Are there specialty skills required for the performance of work which are not expressly identified in County classifications (be sure to consider entire County, not just the contracting department)? If "YES", describe.
Specializes in discrimination, harassment and retaliation YES NO

- (6) Is the ongoing aggregate of work to be performed under this contract or contract amendment not sufficient to warrant addition of permanent staff? If "YES", explain. YES NO

If "YES" to any of questions (1) through (6), an economic analysis is not required; skip questions (7) through (11), and proceed to answer questions (12) through (14).

If "NO" to all questions (1) through (6), answer questions (7) through (11), and complete the Economic Analysis form on the last page of this packet.

FEASIBILITY ANALYSIS (continued)

(if required, answer questions 7 through 11, then complete the Economic Analysis on the next page)

- (7) Are there legislative, administrative or legal goals and purposes that cannot be accomplished through the use of persons other than independent contractors? (County Counsel will provide clarification on what items would be included in this category) YES NO
- (8) Has there been an inability to hire qualified personnel as evidenced by past recruitments? YES NO
- (9) Is there a critical deadline (other than for health, safety or welfare) for the performance of this work? If "YES", describe the nature of the deadline and consequences of not performing work by a certain deadline. YES NO
-
- (10) Is the nature of the work temporary or occasional? YES NO
- (11) Will a contractor provide equipment, materials, facilities, administration or support services related to providing work that may not feasibly be provided by the County (see Economic Analysis form for more detail)? YES NO

PROCESSING ISSUES:

(answer questions 12 through 14, whether or not an Economic Analysis was necessary)

- (12) Is the work to be performed expressly identified or described in classifications assigned to bargaining units? UNSURE YES NO
(if "YES", see "Personal Services Contracts Checklist")
Briefly describe the work to be performed:

- (13) Does the work performed in this contract, or the aggregate amount performed by this contract with any amendments, exceed a total of \$40,000? YES NO
- (14) If answering "YES" or "UNSURE" to either question (12) or question (13), have you contacted Human Resources? YES NO
Date Contacted: 05/11/2007 What was the result?
Proceed with agreement

AGREEMENT FOR SERVICES #056-S0611
AMENDMENT II

This Amendment II to that Agreement for Services #056-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Valentina Reiner, a sole proprietor dba The Law Offices of Valentina Reiner, duly qualified to conduct business in the State of California, whose principal place of business is 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide investigative services and other specialized personnel services on an "as requested" basis for the Human Resources Department, in accordance with Agreement for Services #056-S0611, dated June 21, 2005, and Amendment I, dated June 7, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, without increasing compensation for services, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XVII – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #056-S0611 shall be amended a second time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2008.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN SERVICES DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: DONNA MULLENS, CLERICAL OPERATIONS MANAGER

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

VALENTINA REINER
2377 GOLD MEADOW WAY, SUITE 100
GOLD RIVER, CA 95670

or to such other location as the Consultant directs.

ARTICLE XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager, Human Resources Department, or successor.

Except as herein amended, all other parts and sections of that Agreement #056-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Donna Mullens
Clerical Operations Manager
Human Resources Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Ted J. Cwiek
Director
Human Resourced Department

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #056-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

Valentina Reiner, individually and dba
The Law Offices of Valentina Reiner
"Consultant"

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ORIGINAL

COPY

AGREEMENT FOR SERVICES #056-S0611
AMENDMENT I

This Amendment I to that Agreement for Services #056-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Valentina Reiner, a sole proprietor dba The Law Offices of Valentina Reiner, duly qualified to conduct business in the State of California, whose principal place of business is 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide investigative services and other specialized personnel services on an "as requested" basis for the Human Resources Department, in accordance with Agreement for Services #056-S0611, dated June 21, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XVII – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #056-S0611 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be as follows:

Attorney providing training or investigative services.....\$170.00 per hour

Paralegal services.....\$50.00 per hour

Transcription services.....Up to \$5.00/per page

There will be a 0.2 hour minimum charge for each separate item of service. County shall reimburse Consultant for the reasonable cost of long distance telephone calls, mailing, and photocopying at a rate of 2.5% of the gross fees per investigation project.

Reimbursement for mileage, lodging, and meals shall be made in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. Any other travel expense, or any individual travel expense that exceeds \$100.00 must be approved in advance by the Director of Human Resources or designee. The total amount of this Agreement, as amended, shall not exceed \$160,000.00, inclusive of all expenses for the two (2) year period.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN SERVICES DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: STEVE JANICE, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

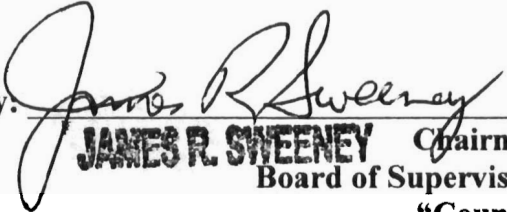
VALENTINA REINER
2377 GOLD MEADOW WAY, SUITE 100
GOLD RIVER, CA 95670

or to such other location as the Consultant directs.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #056-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 6/27/06

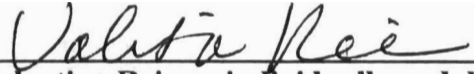
By: 
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Date: 6/27/06
Deputy Clerk

-- CONSULTANT --

Dated: 6/8/06


Valentina Reiner, individually and dba
The Law Offices of Valentina Reiner
"Consultant"

COPY

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AGREEMENT FOR SERVICES #056-S0611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Valentina Reiner, a sole proprietor dba The Law Offices of Valentina Reiner, duly qualified to conduct business in the State of California, whose principal place of business is 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide investigative services and other specialized personnel services on an "as requested" basis for the Human Resources Department; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Consultant are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to provide investigative services and other specialized personnel services on an "as requested" basis for the Human Resources Department Services shall include, but not be limited to, the following:

1. Conduct in-depth investigations in response to complaints of discrimination, harassment, and retaliation;
2. Conduct other personnel investigations upon request;
3. Prepare and submit confidential written reports of findings to be provided to the Human Resources Director and/or County Counsel on a per case basis;
4. Act as an expert witness in appeal hearings or court proceedings as required;
5. Review, as needed, discrimination policies and procedures and provide management consultation and training on personnel issues associated with or resulting from discrimination or harassment complaints as assigned by Contract Administrator or designee;
6. Conduct group training in discrimination, harassment, and retaliation prevention policies and procedures.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2006.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be as follows:

- Attorney providing training or investigative services.....\$170.00 per hour
- Paralegal services.....\$50.00 per hour
- Transcription services.....Up to \$5.00/per page

There will be a 0.2 hour minimum charge for each separate item of service. County shall reimburse Consultant for the reasonable cost of long distance telephone calls, mailing, and photocopying at a rate of 2.5% of the gross fees per investigation project.

Reimbursement for mileage, lodging, and meals shall be made in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. Any other travel expense, or any individual travel expense that exceeds \$100.00 must be approved in advance by the Director of Human Resources or designee. The total amount of this Agreement shall not exceed \$80,000.00, inclusive of all expenses

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all

services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN RESOURCES DEPARTMENT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MARK C. GREGERSEN, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

VALENTINA REINER
2377 GOLD MEADOW WAY, STE 100
GOLD RIVER, CA 95670

or to such other location as the Consultant directs.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California. Consultant has no employees and shall not be required to obtain Workers' Compensation and Employers' Liability Insurance. Should during the term of this Agreement Consultant hire one or more employees who will provide any services related to this Agreement he/she shall immediately obtain Full Workers' Compensation and Employer's Liability insurance and furnish County with certificate for same.
- B. Commercial General Liability Insurance of not less that \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less that \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under

this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XV

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mark C. Gregersen, Director, Human Resources Department, or successor.

ARTICLE XVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXI

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph.

If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Consultant shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.


ARTICLE XXIII

HIPAA Compliance: As a condition of Consultant performing services for the County of El Dorado, Consultant shall execute that Business Associate Agreement which is attached hereto as Exhibit "A", which is incorporated herein for all intents and purposes.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5-24-05
Mark C. Gregersen, Director,
Human Resources Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura S. Gill Dated: 6/28/05
Laura S. Gill
Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Dated: 6/21/05

By: Charlie Paine
CHARLIE PAINE Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Dated: 6/21/05
Deputy Clerk

-- CONSULTANT --

Dated: 6/1/05

[Signature]
Valentina Reiner, individually and dba
The Law Offices of Valentina Reiner
"Consultant"

EXHIBIT "A"

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. **Scope of Use and Disclosure by Contractor of County Disclosed PHI**
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, 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 Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor 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 the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 6/1/05

Signed: Valentina Reiner
Valentina Reiner
"Consultant"

Dated: 5.24.05

Signed: Mark C. Gregersen
Mark C. Gregersen, Director
Human Resources Department
El Dorado County

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2007

PRODUCER
Michael Ehrenfeld Co Insurance Agents & Brokers
2655 Camino Del Rio North, #200
San Diego, California 92108-1633

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Law Offices of Valentina Reiner
2377 Gold Meadow Way, Ste. 100
Rancho Cordova, CA 95670

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
A		GENERAL LIABILITY	57SBAAV4521	12/3/2006	12/3/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	57SBAAV4521	12/3/2006	12/3/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of El Dorado, its officers, officials, employees and volunteers, but only insofar as operations under the Agreement for Services between the County of El Dorado and the Law office of Valentina Reiner are named as additional insureds.

<p>CERTIFICATE HOLDER</p> <p>Holder's Nature of Interest : Additional Insured</p> <p style="text-align: center;">El Dorado County Department of Human Resources Attn Ted J Cwick 330 Fair Lane Placerville, CA 95667</p>	<p>CANCELLATION 10 Day Notice For Non-Payment of Premium</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Dave Cole</i></p>
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GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

B THOMAS HARRIS
VALENTINA REINER
250 MCADOO DR
APT 822
FOLSOM, CA 95630

Policy Number: 0997715909
Effective Date: 05-29-07
Expiration Date: 11-29-07
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

Vehicle Year: 2007
Make: HYUNDAI
Model: TUCSNGLSLX
VIN: KM8JN72D87U486375

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$1MIL/\$1MIL	
PROPERTY DAMAGE LIABILITY	\$100,000	
MEDICAL PAYMENTS	\$10,000	
UNINSURED & UNDERINSURED MOTORISTS	\$100,000/\$300,000	
COMPREHENSIVE		\$250 DED
COLLISION		\$250 DED
RENTAL REIMBURSEMENT	\$25/DAY-\$750 MAX	
MECHANICAL BREAKDOWN		\$250 DED

Lienholder Additional Insured Interested Party

COUNTY OF EL DORADO
ATTEN TED J CWIEK HUMAN RESOU
330 FAIR LANE
PLACERVILLE, CA 95667

Additional Information:

Issued 5/14/2007

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/17/2007
PRODUCER Marsh Affinity Group Services a service of Seabury & Smith, Inc P.O. Box 9277 Des Moines, IA 50306-9277	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Valentina Reiner, Law Offices Suite 100 2377 Gold Meadow Way Gold River, CA 95670	INSURERS AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXE (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA Accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROFESSIONAL LIABILITY INSURANCE	11LPL0736503	12/01/2006	12/01/2007	DEDUCTIBLE: PER CLAIM 5,000 LIMITS: PER CLAIM 1,000,000 AGGREGATE - 3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER County of El Dorado, its officers, officials, employees and volunteers, but only insofar as operations under the Agreement for Services between the County of El Dorado and the Law Offices of Valentina Reiner	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.