RESOLUTION - ACTION REQUESTED 2016-628

MEETING: December 6, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: American Indian Council

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the American Indian Council of Mariposa to provide mental health services under the Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant (MHBG) in the amount not to exceed $88,816; and authorize the Board of Supervisor Chair to sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center. The contract will provide funding for a part-time mental health clinician and receptionist to serve clients in Fiscal Year 2016-2017.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract was approved by the Board on November 24, 2015, Resolution 2015-552. The Board approved submission of the SAMHSA Mental Health Block Grant Application on June 21, 2016 Resolution 2016-316.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local American Indians with mental health services.

FINANCIAL IMPACT:
The continuation of the Mental Health Block Grant has been accounted for in the fiscal year 2016-2017 budget in the amount of $98,684. Upon approval of this contract, the County will retain 10% ($9,868) for fiscal and administrative oversight. The contract is not to exceed $88,816. This contract between American Indian Council of Mariposa and Mariposa County Human Services will have no impact on the County General Fund.

ATTACHMENTS:
American Indian Council - PSAv2 (DOC)
ExhibitA-Statement of Work (DOCX)
ExhibitB-PaymentSchedule (DOCX)
QuarterlyReportsTemplate (DOCX)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this __/__/2016 day of Dec., 2016 between:

COUNTY: MARIPOSA COUNTY
Human Services Department
Post Office Box 99
Mariposa, CA 95338

and

CONTRACTOR:
American Indian Council
Post Office Box 186
Mariposa, CA 95338

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on July 1, 2016 and shall terminate on June 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Human Services Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Human Services or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.
3.02 **Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 **Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

4.01 **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of **Eighty-Eight Thousand Eight Hundred Sixteen Dollars $88,816** for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,

or

[ X ] Incremental payments based on the following schedule:

Payment schedule per Exhibit B. Not to exceed $88,816

4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

Last Revised 6/11/12
5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers’ Compensation:** During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Last Revised 6/11/12
5.08 **State and Federal Taxes:** As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor’s payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers’ compensation insurance on behalf of Contractor.

5.09 **Records:** Clinical records of each patient shall be the property of Contractor and shall be kept at least five (5) years or until audit findings are resolved. All such records shall be considered confidential in accordance with California Welfare and Institutions Code, Section 5328. California records shall contain sufficient detail to make possible an evaluation of the services provided to patients by the County Mental Health Director, or his designee, and shall be kept in accordance with applicable rules and regulations.

5.10 **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 **Assignability of Agreement:** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

5.12 **HIPAA Compliance:** Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

More specifically, Contractor will not use or disclose confidential information other than as permitted or required by this contract and will notify County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of County elsewhere as set forth in this agreement, County may terminate this agreement without penalty or recourse if determined that Contractor violated a material term of the provisions of this section.

Contractor ensures that any subcontractors and agents receiving health information related to this contract agree to the same restrictions and conditions that apply to Contractor with respect to such information

**ARTICLE 6. OBLIGATIONS OF COUNTY**
6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor’s duties under this Agreement.

6.02 **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF AGREEMENT**

7.01 **Termination Occurrence of Stated Events:** This Agreement shall terminate automatically on the occurrence of any of the following events:
   1. Bankruptcy or insolvency of Contractor;
   2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County’s option, may terminate this Agreement by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing.
signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

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

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

[Signature]
John Carrier, Chair
Mariposa County Board of Supervisors

**CONTRACTOR:**

[Signature]
[Name]
Chairperson, American Indian Council of Mariposa County, Inc.

**APPROVED AS TO FORM:**

[Signature]
Steven W. Dahlem
County Counsel

[Signature]
[Name]

(Last Revised 6/11/12)
Exhibit B - Payment Schedule

Amount to be paid to Contractor - $88,816

The contractor will be paid $88,816 in 12 monthly payments of $7,401.33
Mi Wu Mati Healing Center  
4629 HWY 49 South  
Mariposa, CA 95338  
(209) 966-3245  

QUARTERLY REPORT  

DATE: (i.e., January 2016-March 2016)  

To: Deb Drennon  
From: Mi Wu Mati Healing Center  
Subject: Quarterly Report SAMHSA Grant  
CC: Board Members, Executive Director  

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<tr>
<td>Prevention Group Activities</td>
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<tr>
<td>Prevention Participants</td>
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### Mental Health Block Grant
#### SAMHSA REPORTING REQUIREMENT
**Reporting for:** Mi-Wu Mati Healing Center

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<th>January 2017 - December 2017 Number of Services Provided</th>
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<td>Engagement Services</td>
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<tr>
<td>Outpatient Services</td>
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<tr>
<td>Medication Services (includes laboratory services)</td>
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<tr>
<td>Community Support (case management, supported employment, supported housing)</td>
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<td>Recovery Support (peer support, supports for self-directed care)</td>
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<td>Other Supports (Habilitative)</td>
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<tr>
<td>Intensive Support Services</td>
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<td>Out-of-Home Residential Services (crisis residential/stabilization, adult mental health residential)</td>
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<tr>
<td>Acute Intensive Services (mobile crisis, 23 hr. Observations bed, 24/7 hotline)</td>
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<td>Other Rehabilitation</td>
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<td>Administrative Activities (billing, enrollment, IT services, other administrative)</td>
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Exhibit A - Statement of Work

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Human Services (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.

- Provide Mi-Wu Mati access to after-hours crisis services
- Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

III. EXPECTED OUTCOMES
The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

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IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide quarterly data reports to County. Quarterly reports must be sent by Mi Wu Mati to County no later than the 10th of the month for the previous reporting quarter (i.e. submit October-December quarterly narrative report by January 10th). Reports will be submitted and contain information as reflected in the Quarterly Reports Template. They must be submitted no later than January 10th, April 10th, July 10th, and October 10th.

- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of January. Reports will be submitted and contain information for the period consistent with this agreement (January 2016 - December 2016) as reflected in the SAMHSA Reporting Requirements Template.
• Mi Wu Mati agrees to provide monthly fiscal reports/invoices to County for the purpose of reimbursement, no later than the 10\textsuperscript{th} of the month for the previous month (i.e., submit October monthly fiscal report by November 10\textsuperscript{th}).

V. APPLICABLE DOCUMENTS

Please see Mental Health Block Grant Renewal Notice.

VI. PROVIDED RESOURCES

Please see attachments: Quarterly Reports Template, SAMHSA Reporting Requirement Template.

VII. MONITORING THE PROGRESS

American Indian Council and Mariposa County Human Services agree that the performance of work will be monitored during the life of the agreement as follows:

1. Formal meetings between Mi Wu Mati and County representatives will be held semi-annually to monitor progress, discuss information in interim reports, and ensure compliance.
2. Prior to payment, County will review invoices and quarterly reports for compliance with statement of work.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Winton Ireland Strom & Green
License# 0596517
P.O. Box 3277
Turlock CA 95381

CONTACT NAME: Diane Underwood
PHONE (408) 667-0995
FAX (408) 667-7142
EMAIL dundrew@dundrew.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Nonprofits Insurance Alliance 011845
INSURER B: North American Elite Ins Co 29700

INSURED
American Indian Council Of Mariposa Inc
P.O. Box 186
Lois Martin
Mariposa CA 95338

CERTIFICATE NUMBER: CL16111523587

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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</table>

| AUTOMOBILE LIABILITY | X | 201613787NPO | 10/1/2016 | 10/1/2017 | COMBINED SINGLE LIMIT (All accidents): $1,000,000 |
| | | | | | BODILY INJURY (Per person): $|
| | | | | | PROPERTY DAMAGE (Per accident): $|
| | | | | | EACH OCCURRENCE: $|
| | | | | | AGGREGATE: $|

| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A |
| | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named additional insured per attached endorsement

CERTIFICATE HOLDER
MARIPOSA COUNTY
HUMAN SERVICES DEPARTMENT
P.O. BOX 99
MARIPOSA, CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diane Underwood/DSIN

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   American Indian Council of Mariposa Co.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   □ Individual/sole proprietor or single-member LLC
   □ C Corporation
   □ S Corporation
   □ Partnership
   □ Trust/estate
   □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   □ Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5): Exempt payee code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
P.O. Box 181

6. City, state, and ZIP code
Mariposa CA 95338

7. List account number(s) here (optional)

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

Date 11/17/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-G (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.