RESOLUTION - ACTION REQUESTED 2017-273

MEETING:      May 9, 2017

TO:           The Board of Supervisors

FROM:         Chevon Kothari, Human Services Director

RE:           Agreement with Carol Elizabeth Windsor, LMFT, for Clinical Supervision

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Carol Elizabeth Windsor, Licensed Marriage and Family Therapist (LMFT), for Clinical Supervision of unlicensed staff and interns in an amount not to exceed $50,000; and authorize the Board of Supervisors Chair to sign the Agreement

This Agreement will allow the Department to provide quality supervision and professional guidance so that unlicensed staff and interns may become fully licensed. This will benefit the Department because fully licensed staff are able to work more independently and assume broader duties, thereby relieving the burden of current supervisors who must countersign or approve the work of unlicensed staff.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the existing agreement on June 28, 2016 by Resolution 2016-335.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This Agreement will give our unlicensed staff quality training and guidance that will make them more productive and reduce the work load on current supervisors. If this Agreement is not approved, current supervisors will continue to carry the burden of countersigning or providing final approval for the work of unlicensed staff.

FINANCIAL IMPACT:
This cost for this agreement is budgeted in the MHSA Workforce Education and Training (WET) 410-0438 budget. There is no impact to the County General Fund.

ATTACHMENTS:
Carol Windsor Agreement 2018 - WcSignatures (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR CLINICAL SUPERVISION

THIS AGREEMENT ("Agreement") is made and entered into this __________ day of __________, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Carol Elizabeth Windsor, LMFT, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform clinical supervision as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $50,000. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

Last revised: 1/5/17
(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’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 excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.
(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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.
8. **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.

9. **ASSIGNMENT**

It is understood and agreed that this Contract 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 Contract will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Carol Elizabeth Windsor, LMFT  
38607 Birch Circle  
Oakhurst, CA 93644

**COUNTY:**
County of Mariposa  
38607 Birch Circle  
Oakhurst, CA 93644

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the
extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Mariposa County Human Services Department. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.
It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.
26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

[Signature]
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

[Signature]
Carol Elizabeth Windsor, LMFT

ATTEST:

[Signature]
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel
Exhibit A
SCOPE OF WORK

I. Introduction:

- The purpose of this Exhibit is for a contractor to provide weekly clinical supervision for clinical pre-licensed employees of Mariposa County Human Services.
- Contractor agrees to provide weekly clinical supervision for unlicensed interns, including: ASW’s, MFT, Interns, and LPCC interns as requested by Mariposa County and as contractor has availability.

II. Description of Services:

- Contractor will provide weekly individual and/or group supervision for the appropriate number of hours as approved by the Mariposa County Behavioral Health clinical supervisor for each intern and agreed upon by the intern and the intern’s immediate supervisor.
- Contractor will fill out the necessary paperwork for the intern to begin supervision hours. (Keeping track of supervision hours will be the responsibility of the pre-licensed clinician) but will be verified, approved and signed off by the contractor.
- At the completion of supervision, contractor will fill out the proper paperwork and sign off for the approved number of hours supervised.
- Supervision shall occur at the Mariposa County Human Services Center.
- Contractor shall ensure evidence based practice modalities are utilized in supervision.
- Contractor will meet monthly with BHRS Supervisors to review progress.

III. Conditions of the Contract:

- Contractor must hold a current license as an LCSW, MFT or a PhD for at least two years before he/she is eligible to provide clinical supervision.
- Contractor must be willing to show proof that he/she maintains a valid license with the Board of Behavioral Sciences and that he/she remains eligible to provide supervision when such proof is requested by the director or his/her designee. In addition, the contractor shall maintain ongoing CEU hours as required to supervise the specific intern(s).
- Contractor must notify Mariposa County if his/her name shows up on an excluded provider list. (Mariposa is required by Medi-Cal to also monitor all providers and make sure he/she is not on an excluded provider list.)
- If contractor violates any of these conditions, contract is subject to immediate termination at the discretion of the director of his/her designee.
- If for any reason contractor is unable to complete hours of supervision with an individual intern he/she will give intern verbal and or written notice and will sign-off on hours of supervision he/she has completed.
IV. 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.
Exhibit B
COST PROPOSAL

Reimbursement:

- Contractor will be reimbursed for each hour of supervision at the rate of $75.00 per hour.
- The total cost is not to exceed $50,000.
- Contractor shall submit detailed monthly invoices for services rendered.
- The above rate may fluctuate up to 10% based on the state approved rate in effect on the date of service.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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
GEICO
One GEICO Boulevard
Fredericksburg, VA 22412

CONTACT NAME
GEICO
PHONE 1-866-509-9444
FAX
Email R1RECOMMEND@GEICO.COM

INSURED
CAROL WINDSOR
38607 BIRCH CIR
OAKHURST CA 93644-9632

INSURER(S) AFFORDING COVERAGE
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY
22063

COVERAGES

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.

<table>
<thead>
<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L INSURER</th>
<th>SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YY)</th>
<th>POLICY EXP (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (SA occurrence)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED. EXP (Any one person)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS – COMP/OP AGG.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|              | AUTOMOBILE LIABILITY |              |      |               |                       |                       |       |
|              | ANY AUTO            | X             |      | 9100108199 01 | 4/2/2017              | 4/2/2018              | $1,000,000 |
|              | ALL OWNED AUTOS     | X             |      |               |                       |                       |       |
|              | HIRED AUTOS         | X             |      |               |                       |                       |       |

|              | UMBRELLA LIABILITY |              |      |               |                       |                       |       |
|              | OCCUR              |               |      | EACH OCCURRENCE | $                     |                       |       |
|              | CLAIMS-MADE       |               |      | AGGREGATE      | $                     |                       |       |

|              | RETENTION $        |               |      |               |                       |                       |       |

| WORKERS' COMPENSATION AND EMPLOYERS LIABILITY | | | | | | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | | | |
| (Mandatory in NH) | | | | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COUNTY OF MARIPSOA, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
COUNTY OF MARIPSOA
PO BOX 99
MARIPSOA, CA 95338-0099

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

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 (es) 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
GEICO
One GEICO Boulevard
Fredericksburg, VA 22412

CONTACT NAME

GEICO
PHONE
1-866-509-9444
FAX

Email
R1COMMEND@GEICO.COM

INSURER(S) AFFORDING COVERAGE

INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY
22063

INSURED
CAROL WINDSOR
38607 BIRCH CIR
OAKHURST CA 93644-9632

COVERAGE(S) CERTIFICATE 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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L/ SUBR INSCR/ W/V/D</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YY)</th>
<th>POLICY EXP (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS MADE OCCUR</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Per occurrence)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td>MED. EXP. (Any one person)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROJECT LOC</td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP'D OP AGG.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|      | AUTOMOBILE LIABILITY |              |   | COMBINED SINGLE LIMIT (Per accident) |
|      | ANY AUTO |              |   | BODILY INJURY (Per person) |
|      | ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS |              |   | BODILY INJURY (Per accident) |
|      | HIRED AUTOS |              |   | PROPERTY DAMAGE (Per accident) |
|      | UMBRELLA LIABILITY OCCUR CLAIMS MADE |              |   | EACH OCCURRENCE |
|      | EXCESS LIABILITY |              |   | AGGREGATE |
|      | DED RETENTION $ |              |   | $ |

| WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | N/A |              |   | $ |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | |              |   | E.L. EACH ACCIDENT |
| If yes, describe under DESCRIPTION OF OPERATIONS below | |              |   | E.L. DISEASE-EACH EMPLOYEE |
| | |              |   | E.L. DISEASE-POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COUNTY OF MARIPOSA, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
COUNTY OF MARIPOSA
PO BOX 99
MARIPOSA, CA 95338-0099

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

© 1988-2014 ACORD CORPORATION. All rights reserved.
Certificate of Insurance (Proof of Coverage) 04/10/2017

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

Insured Name and Mailing Address*

Carol E Windsor
38607 Birch Circle
Oakhurst, CA 93644

*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

Program Administrator

Administered By:
CPH and Associates
711 S. Dearborn, Suite 205
Chicago, IL 60605
P. 312-987-9823 F. 312-987-0902
info@cpbins.com
Underwritten By:
Philadelphia Indemnity Insurance Company

Coverage

Policy #: E197868  Effective Date: 01/03/2017  Expiration Date: 01/03/2018

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.

Limits of Liability

<table>
<thead>
<tr>
<th></th>
<th>AGGREGATE</th>
<th>Coverage Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>(Per individual claim)</td>
<td>(Total amount per policy year)</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$5,000,000</td>
<td>Professional Liability</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$3,000,000</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>$15,000</td>
<td>$15,000</td>
<td>Property Coverage</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$5,000,000</td>
<td>Supplemental Liability</td>
</tr>
<tr>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Defense Expense Coverage</td>
</tr>
<tr>
<td>$35,000</td>
<td>$35,000</td>
<td>State Licensing Board Investigation</td>
</tr>
<tr>
<td>$15,000</td>
<td>$15,000</td>
<td>Defense Coverage</td>
</tr>
<tr>
<td>$10,000</td>
<td>$35,000</td>
<td>Assault Coverage</td>
</tr>
<tr>
<td>$5,000/person</td>
<td>$50,000</td>
<td>Deposition Expense Benefit</td>
</tr>
<tr>
<td>$15,000</td>
<td>$15,000</td>
<td>Medical Expense Coverage</td>
</tr>
</tbody>
</table>

Description/Special Provisions -
General Liability Insured Location(s):
49346 Road 426 #6 Oakhurst, CA 93644 ; 5320 Highway 49 N. Mariposa, CA 95338

Certificate Holder  Cancellation

Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 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.

PROOF OF COVERAGE

Holder has also been added to the policy as an additional insured:**

Yes/No

**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).

Authorised Representative
C. Philip Hodson

DISCLAIMER: The Certificate of Insurance 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.
ENDORSEMENT AGREEMENT
TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015

EFFECTIVE AUGUST 30, 2016 AT 12.01 A.M.
TO AUGUST 30, 2017 AT 12.01 A.M.

CAROL WINDSOR COUNSELING
49370 ROAD 426
OAKHURST, CA 93644

THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015. IT SERVES TO NOTIFY YOU OF CERTAIN LIMITATIONS UNDER THE ACT, AND THAT YOUR INSURANCE CARRIER IS CHARGING PREMIUM FOR LOSSES THAT MAY OCCUR IN THE EVENT OF AN ACT OF TERRORISM.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW. COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY, AND ANY APPLICABLE FEDERAL AND/OR STATE LAWS, RULES, OR REGULATIONS.

DEFINITIONS

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT. IF WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.


CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 21, 2016

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2559A

SCIF FORM 10217 (REV.7-2014)
CAROL WINDSOR COUNSELING
49370 ROAD 426
OAKHURST, CA 93644

CONTINUED.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING ON JANUARY 1, 2015, AND ENDING ON DECEMBER 31, 2020, AN AMOUNT EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS, DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF AGGREGATE INSURED LOSSES EXCEED $100,000,000,000 IN A CALENDAR YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, WE ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE AMOUNT OF INSURED LOSSES THAT EXCEEDS $100,000,000,000; AND FOR AGGREGATE INSURED LOSSES UP TO $100,000,000,000, WE WILL PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS DETERMINED BY THE SECRETARY OF THE TREASURY.

POLICYHOLDER DISCLOSURE NOTICE

1. INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY INSURED LOSSES EXCEED:

   A. $100,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2015, THE UNITED STATES GOVERNMENT WOULD PAY 85% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.
ENDORSEMENT AGREEMENT

TERROURISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015

EFFECTIVE AUGUST 30, 2016 AT 12:01 A.M.
TO AUGUST 30, 2017 AT 12:01 A.M.

CAROL WINDSOR COUNSELING
49370 ROAD 426
OAKHURST, CA 93644

CONTINUED.

2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR ANY PORTION OF INSURED LOSSES THAT EXCEED $100,000,000,000.

3. THE PREMIUM CHARGE FOR THE COVERAGE YOUR POLICY PROVIDES FOR INSURED LOSSES IS INCLUDED IN THE AMOUNT SHOWN IN ITEM 4 OF THE INFORMATION PAGE OR IN THE SCHEDULE BELOW.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

WC 00 04 22 B

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 21, 2016

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO