

FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT AGREEMENT FOR EMPLOYEE MEDICAL SERVICES

This First Amendment to Agreement to Use Local Government Contract for Employee Medical Services ("First Amendment") is effective _____ ("Effective Date") between the City of North Las Vegas, a Nevada municipal corporation (the "City") and ARC Health & Wellness Centers, LLC, a Nevada limited liability company ("Provider").

RECITALS

WHEREAS, on December 6, 2020, the City and Provider entered into an agreement for employee medical services ("Original Agreement"), a copy of which is attached hereto as "Exhibit A" (49 pages); and

WHEREAS, the Parties wish to amend the payment terms of the Original Agreement, changing the not-to-exceed value of Two-Hundred Eighty-One Thousand, Nine Hundred Twenty Dollars and 00/100 (\$281,920.00) per fiscal year, to a not-to-exceed value of Three Hundred Six-Thousand, Nine Hundred Twenty Dollars and 00/100 (\$306,920.00) per fiscal year; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 2.1 of the Original Agreement shall be deleted and replaced with the following:

"The term of this Agreement shall commence on December 6, 2020 and will continue in effect until December 5, 2023 ("Term"), unless earlier terminated in accordance with the terms herein. The City shall purchase the services according to the prices and fees described in Exhibit, the Original Contract, in an amount not to exceed Three Hundred Six-Thousand, Nine Hundred Twenty Dollars and 00/100 (\$306,920.00) per fiscal year. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes."

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Services Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

ARC Health & Wellness Centers, LLC,
a Nevada limited liability company

By: _____
John Lee, Mayor

By:  _____
Name: Paul Granstrom
Title: President

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

ORIGINAL AGREEMENT

Please see attached page(s).

AGREEMENT TO USE LOCAL GOVERNMENT AGREEMENT FOR EMPLOYEE MEDICAL SERVICES

This Agreement to Use Local Government Contract for Employee Medical Services (“Agreement”) is made and entered into as of December 6, 2020 (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and ARC Health & Wellness Centers, LLC, Nevada limited liability company (“Vendor”).

RECITALS

WHEREAS, the City desires to obtain services from Vendor under the terms and conditions set forth in that certain Agreement for Employee Medical Services entered into between County of Washoe and Vendor effective July 1, 2019, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”). The Original Contract is attached as Exhibit A;

WHEREAS, NRS 332.195(1)(a) permits the City to enter into a contract pursuant to a solicitation by another governmental entity located within or outside this State with the authorization of the contracting Provider;

WHEREAS, Vendor can provide the services that the City seeks at the rates set forth under the Original Contract;

WHEREAS, the City desires to purchase the services expressly provided in the Pricing Proposal attached as “Exhibit B”; and,

WHEREAS, the City and the Vendor intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

1.1. The City and the Vendor agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Vendor hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term County of Washoe appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on December 6, 2020 and will continue in effect until December 5, 2023 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the services according to the prices and fees described in Exhibit, the Original Contract, in an amount not to exceed Two Hundred Eighty-One Thousand, Nine Hundred Twenty Dollar and 00/100 (\$281,920.00) per fiscal year. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice provided by the Vendor to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd. North, Suite 700
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., North, Suite 710 North Las Vegas, NV 89030 Phone: 702-633-1745
----------	---

To Vendor: ARC Health & Wellness Centers, LLC
 Attention: Paul Granstrom, President
 2205 Glendale Avenue
 Sparks, NV 89431
 Phone: 775-846-3413

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Vendor agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,500,000 policy limits per occurrence.

2.6. The Vendor shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Vendor, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Vendor without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Vendor shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

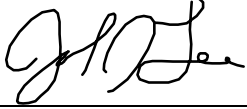
2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Vendor under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Vendor, the Vendor agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: 
John J. Lee, Mayor

ARC Health & Wellness Centers, LLC,
a Nevada limited liability company

By: 
Title: President
Name: Paul Granstrom

Attest:


By: Catherine A. Raynor, MMC, City Clerk

Approved as to Form:



By: Micaela Rustia Moore, City Attorney

EXHIBIT A

County of Washoe Contract

Please see attached page(s).

AGREEMENT FOR EMPLOYEE MEDICAL SERVICES

THIS AGREEMENT is made between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY requires medical services for certain Washoe County and Washoe County Sheriff's Office (WCSO) employees; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as set forth in this written agreement and attachments; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

1. MEDICAL SERVICES

CONTRACTOR agrees to provide the following medical services:

- 1.1 Pre-employment medical examinations for prospective sworn employees and designated civilian employees based upon specific job requirements pursuant to NAC 289.110.1(e).
- 1.2 Annual physical examinations for existing sworn employees in compliance with NRS 617.455, NRS 617.457, and NAC Chapter 617.
- 1.3 Administration of Hepatitis A and B vaccinations for designated employees pursuant to NRS 617.485.3(b).
- 1.4 Required medical services as identified in Attachment "A".

2. DURATION OF AGREEMENT

COUNTY agrees to retain and engage CONTRACTOR to perform said services for the period July 1, 2019 through June 30, 2022 unless terminated earlier pursuant to the provisions of Section 9, with (2) two additional one (1) year renewal options, at the discretion of the COUNTY.

3. COMPENSATION AND TIME OF PAYMENT

- 3.1 CONTRACTOR shall submit monthly invoices within five (5) business days of the end of each month for actual services rendered. Each invoice shall have detailed documentation to include the invoice number, patient's full name, service(s) provided, date(s) of service, approved fee amount for each service, and total balance due. Invoices shall be submitted to the following address unless other billing arrangements are approved by the COUNTY:

Washoe County Comptroller
Accounts Payable
1001 E. Ninth Street, Room D-200
Reno, Nevada 89512

- 3.2 CONTRACTOR shall provide all required completed patient forms, reports, and test results to Washoe County Sheriff's Office (WCSO) prior to submission of applicable invoices.
- 3.3 COUNTY agrees to pay CONTRACTOR in accordance with the Attachment "C" Fee Schedule and Attachment "D". These fees will remain firm for the duration of the initial three (3) year contract period. A new Fee Schedule must be presented in writing to the Washoe County Purchasing and Contracts Manager at least forty-five (45) days prior to the expiration of the three (3) year contract period, for the renewal period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the COUNTY.
- 3.4 Payment shall be rendered within thirty (30) days of invoice receipt by COUNTY to CONTRACTOR for each invoice submitted, unless COUNTY in good faith disputes the invoice in writing within ten (10) days of receiving invoice. Payment by COUNTY of invoices or request for payments shall not constitute acceptance by COUNTY of work performed by CONTRACTOR. If COUNTY disputes invoice, CONTRACTOR shall provide all additional material necessary to substantiate the amount claimed for payment.

4. HOURS OF OPERATION AND SCHEDULING

CONTRACTOR shall maintain normal business hours of operation (Monday – Friday 8:00 a.m. – 5:00 p.m.) for scheduling of County employees.

5. CONTRACTOR RESPONSIBILITIES

- 5.1 The CONTRACTOR has provided the WCSO in writing the primary and alternate contact point to be used during the transition period as well as after contract implementation. This point of contact will be responsible for keeping the WCSO informed of transition progress and be able to respond to WCSO inquiries within two (2) business days. The primary and alternate point of contact shall not be changed without written notification to WCSO.

Primary Contact:
Paul Granstrom
Title: President
Business Cell #: 775-846-3413
Email: Paul@archealthandwellness.com

Secondary Contact:
Wes Granstrom
Title: Chief Executive Officer
Business Cell #: 775-315-5150
Email: Wes@archealthandwellness.com

- 5.2 The CONTRACTOR has provided a medical examiner (Primary Physician) for contact purposes with the Washoe County Human Resources Department and the WCSO. The medical examiner (Primary Physician) shall not be changed without written notification to WCSO

Medical examiner (Primary Physician):
Mark J. Gaetke, MD
Title: Medical Director – ARC Health & Wellness
Email: gaetke@archealthandwellness.com
Phone: 775-331-3361

- 5.3 The CONTRACTOR shall be responsible for providing all labor, materials, equipment, supplies, furniture, and office area(s) required to perform the required medical services.
- 5.4 The CONTRACTOR shall be responsible for notifying the WCSO the location(s) where the various medical services will be provided.
- 5.5 The CONTRACTOR shall provide a private waiting area for WCSO employees receiving medical services under this Agreement.
- 5.6 The CONTRACTOR shall ensure WCSO employees are seen within fifteen (15) minutes of their scheduled appointment and have medical services completed within two (2) hours of their scheduled appointment.
- 5.7 The CONTRACTOR shall complete all required medical services for annual physicals in no more than two (2) appointments. TB reads do not count as an appointment
- 5.8 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis.
- 5.9 The CONTRACTOR may be required to provide statistical information regarding medical services provided under this Agreement. This will be a matter for future negotiations between the COUNTY and the CONTRACTOR including any fees, if applicable.

6. WCSO RESPONSIBILITIES

- 6.1 At contract award, WCSO shall designate in writing a primary and alternate point of contact for all matters relative to this contract. WCSO shall provide a written notice to the CONTRACTOR should there be a subsequent change.
- 6.2 WCSO shall notify designated employees who require pre-employment or annual examinations, or other medical services and advise them to contact the CONTRACTOR.
- 6.3 WCSO shall provide all patient forms and reports necessary to perform all required medical services. These will be included in a County Medical Forms and Reports Manual that will be provided to the CONTRACTOR prior to the implementation of this Agreement. The COUNTY shall provide the CONTRACTOR updates to these forms and reports as necessary.

7. MEDICAL GUIDELINES

- 7.1 In completing required medical services, the CONTRACTOR shall utilize a MED-TOX binder titled, "Medical Screening Manual for Law Enforcement Officers", which will be provided by WCSO.

7.1.1 CONTRACTOR shall not sell, rent, lease, loan, give, share, copy or otherwise provide in any way, the MED-TOX binder or the contents thereof to other individuals, public agencies or private businesses without the written consent of COUNTY and MED-TOX Health Services. If the CONTRACTOR has facilities or offices outside Washoe County, this prohibition shall apply to those facilities as well. Upon request by the COUNTY for return of the MED-TOX binder, CONTRACTOR agrees to return same within twenty-four (24) hours.

7.1.2 CONTRACTOR acknowledges and agrees that COUNTY will suffer irreparable harm if CONTRACTOR breaches the provisions of this section. CONTRACTOR fully understands and acknowledges that monetary damages alone will be inadequate to compensate COUNTY for such breach. Accordingly, CONTRACTOR agrees that this Agreement may be enforced by specific performance or other injunctive relief, in addition to any other remedies provided by this Agreement or otherwise available at law or equity.

8. ADA AND GINA REQUIREMENTS

8.1 All medical examinations and determinations must be administered and evaluated in compliance with the American's with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 and the Genetic Information Nondiscrimination Act of 2008 (GINA).

9. CANCELLATION OF AGREEMENT

9.1 Either the COUNTY or the CONTRACTOR may cancel this Agreement without cause, penalty, charge, or sanction on ninety (90) days written notice to the other party of their intent to terminate the Agreement.

9.2 COUNTY reserves the right to terminate this Agreement at any time the CONTRACTOR fails to carry out the required services (i.e., breach of contract). However, COUNTY shall agree to give the CONTRACTOR prior notice of any deficiencies in performance, and shall state reasons for the deficiencies if known to COUNTY. If within thirty (30) days after receipt of such notice of deficiencies, the CONTRACTOR fails to cure the conditions stated to be deficient, COUNTY may terminate this Agreement. The following circumstances (including but not limited to) would result in a deficiency notification:

9.2.1 On evidence that CONTRACTOR fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement.

9.2.2 On evidence, in the opinion of the COUNTY, of failure of CONTRACTOR to perform the work suitably (e.g. acceptable to the COUNTY) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable.

9.2.3 On evidence that the CONTRACTOR fails to perform, keep, or observe any and all of the terms contained in this Agreement.

9.3 COUNTY shall further reserve the right to cancel this Agreement for cause, and without prior notice and without penalty, charge, or sanction to the COUNTY under the following circumstances:

- 9.3.1 On evidence that CONTRACTOR fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed.
- 9.3.2 On evidence that CONTRACTOR discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so.
- 9.3.3 On evidence that CONTRACTOR shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the CONTRACTOR, or on evidence of any other indication that the financial or legal situation of the CONTRACTOR shall preclude the ability of the CONTRACTOR to continue to operate successfully.
- 9.3.4 Upon notification of delinquency or cancellation of any required insurance coverage held by CONTRACTOR.
- 9.3.5 On evidence that CONTRACTOR allows any final judgment to stand against him unsatisfied for a period of five (5) days.
- 9.3.6 On evidence that CONTRACTOR has come under criminal indictment. If an individual attorney(s) of the CONTRACTOR comes under criminal indictment, they shall be precluded from performing under this Agreement.

10. FUNDING OUT CLAUSE

Notwithstanding any provision of this Agreement to the contrary, each payment obligation of the COUNTY created by this Agreement is conditioned upon the availability of funds that are appropriated or budgeted for the purposes of the Agreement. In the event that the COUNTY has failed to appropriate or budget funds for the purposes specified in the Agreement, or that COUNTY has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, the COUNTY shall provide reasonable notice of such occurrence, and the Agreement shall be terminated without penalty, charge, or sanction.

11. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

CONTRACTOR shall adhere to the insurance and indemnification requirements as specified in Attachment "B".

12. STATUS OF CONTRACTOR

The CONTRACTOR shall have the status of an "INDEPENDENT CONTRACTOR," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the COUNTY. COUNTY and CONTRACTOR agrees to the following terms consistent with INDEPENDENT CONTRACTOR status:

- 12.1 CONTRACTOR has the right to perform services for others during the term of this Agreement
- 12.2 CONTRACTOR shall not be assigned a daily work location on COUNTY premises. However, COUNTY may occasionally provide an on-site area for Contractor to provide vaccinations/immunizations or for collection services. COUNTY may also occasionally

provide an area for the CONTRACTOR'S mobile unit to perform physical examinations for new hires, annual, and periodic examinations.

12.3 CONTRACTOR shall perform the services required by this Agreement and CONTRACTOR agrees to the faithful performance and delivery of described services in accordance with required time frames; COUNTY shall not hire, supervise, or pay any assistants to help CONTRACTOR.

12.4 The COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.

Further, CONTRACTOR hereby certifies:

12.5 That CONTRACTOR is not an employee of the County, and thereby CONTRACTOR waives any and all claims to benefits otherwise provided to employees of the COUNTY, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

12.6 That CONTRACTOR is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.

12.7 CONTRACTOR shall be required to provide the COUNTY with their federal tax I.D. number or social security number in order to receive payment against this Agreement. CONTRACTOR understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY will file an IRS Form 1099 for all payments received.

13. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

CONTRACTOR shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or sub-contractors to work in the United States.

14. TRANSFER OF OWNERSHIP, CHANGE OF NAME, OR CHANGE OF PRINCIPALS

CONTRACTOR agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way between the CONTRACTOR and COUNTY, they shall notify the Washoe County Purchasing and Contracts Manager of their intent to make said change.

15. SUB-CONTRACTS

The COUNTY must approve, in advance, all sub-contracts entered into by the CONTRACTOR for the purpose of completing the provisions of this Agreement.

16. SEVERABILITY

It is expressly understood and agreed by the CONTRACTOR and COUNTY that in the event any term, covenant or condition in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either the CONTRACTOR or COUNTY in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

17. NONDISCRIMINATION

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the CONTRACTOR shall constitute a material breach of contract. Further, CONTRACTOR agrees to insert this nondiscrimination provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

18. AUDITING

18.1 The CONTRACTOR shall maintain medical examination records in accordance with the State of Nevada and in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Upon contract award, the CONTRACTOR shall retain WCSO employee medical records for a minimum of three (3) years. If the CONTRACTOR is replaced for any reason, the CONTRACTOR shall transfer three (3) years of WCSO employee medical records to the COUNTY at no cost to the COUNTY.

18.1.1 The COUNTY reserves the right to subject all medical examinations to audit or review by COUNTY or external auditors to ensure appropriate procedures and practices have been followed. In the case of an audit, the CONTRACTOR must provide the information requested within fourteen (14) business days to the auditor. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

18.2 The CONTRACTOR shall maintain a complete set of financial records relating to this Agreement in accordance with generally accepted accounting practices.

18.2.1 CONTRACTOR shall permit COUNTY to inspect and audit all work materials, payrolls, books, accounts, and other financial data and records relating to its performance of this Agreement until the expiration of three (3) years after the final payment is made. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

19. INTEGRATION

This Agreement including any attachments incorporates the terms and conditions of the original Request for Proposal #3086-19 and the CONTRACTOR'S proposal response as accepted by COUNTY, and it represents the entire understanding of the parties. It may not be altered in any way without the express written consent of both parties.

20. GOVERNING LAW

The laws of the State of Nevada shall govern this Agreement executed between the CONTRACTOR and the COUNTY. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.

21. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given when mailed postage prepaid, addressed to the designated representative of the respective parties at their address shown or at such other address as either party hereafter may designate in writing from time to time to the other party.

Except as otherwise specified, all notices under this Agreement shall be in writing. Notices to CONTRACTOR shall be addressed to:

ARC Health and Wellness Centers
Attn: Paul Granstrom
2205 Glendale Ave.
Sparks, NV 89431

Notices to COUNTY shall be addressed to:
Washoe County Comptroller
Attn: Mark Stewart
1001 E. Ninth Street, Room D-200
Reno, NV 89512

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: 

Mark Stewart

Purchasing & Contracts Manager

Date: 7/12/2019

Contractor:

By 

Date 7/9/19

ATTACHMENT "A"

REQUIRED MEDICAL SERVICES

A1 PRE-EMPLOYMENT MEDICAL EXAMINATIONS

Pre-employment medical examinations are required by NAC 289.110.1(e). In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines, essential functions, and job analysis information.

1.1 The WCSO Assistant Sheriff or designee shall authorize all referrals to specialists or recommendations for additional testing or treatment determined by the examination in advance. The CONTRACTOR will indicate in writing the risk factor for heart disease (being over 40 or having two or more risk factors) and if the prospective employee will be referred for a treadmill (if the treadmill is not part of the employee's exams).

1.2 The content of the pre-employment examination for sworn employees (civilian employees only require selected tests due to specific job requirements) is as follows:

- 1.2.1 Doctor exam, review of medical history and reports
- 1.2.2 TB Skin Test or QuantiFERON-Gold TB Test
- 1.2.3 Spirometry – Pulmonary Function Test
- 1.2.4 Urine drug screen
- 1.2.5 Chem Panel + Lipid Panel + CBC+UA
- 1.2.6 Audiogram with interpretation (including annual reporting)
- 1.2.7 Resting EKG
- 1.2.8 Stress Treadmill for those over age 40, or under age 40 with two or more risk factors for heart disease
- 1.2.9 Vision screening (Bailey-Lovie Wall Chart)
- 1.2.10 Color vision screening: (Plate Test followed by Farnsworth D-15 if necessary)
- 1.2.11 Chest X-ray interpreted by Radiologist
- 1.2.12 Heart-lung medical review letter - if needed
- 1.2.13 Immunization review (Per Center for Disease Control Guidelines Hepatitis Panel A, B, C)
- 1.2.14 Blood pressure monitoring
- 1.2.15 Body Mass Index
- 1.2.16 Percent body fat by electrical impedance test or other approved medical procedure

A2 REPORT OF EXAMINATION RESULTS

For all pre-employment examinations, the physician should translate pertinent medical findings into functional placement data that can be transmitted to the Appointing Authority (hiring department). Functional assessments generally should not contain specific details of medical diagnosis but be in sufficient detail to assist the Appointing Authority in assessing the individual's capability of fulfilling employment requirements. However, it is recognized that exceptions will need to be made since it is often difficult to consider particular accommodations without knowledge of the specifics of the condition and its impact on performance, work hours, and other factors. The Health Status Report has been designed to facilitate this process. Each examined person will be assigned to a status category (1, 2, 3, or 4) on the Health Status Report. Status categories are defined as follows:

- **Status Category 1**

This designation indicates that no medical condition has been identified that conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held.

- **Status Category 2**

This designation means that the prospective employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician on the Health Status Report may indicate restrictions. The physician must also reference the medical guideline(s) they reviewed in reaching the recommendation. The Appointing Authority should review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the jurisdiction's ability to provide service. The Department of Human Resources and the Primary Physician may need to consult with the Appointing Authority to assess issues of reasonable accommodation.

- **Status Category 3**

This designation indicates that the physician is not willing to make a placement decision without further evaluation, tests, and consultation with the Appointing Authority.

- **Status Category 4**

This designation is for the physician to write in other comments directed to the Appointing Authority regarding the individual's medical status. An example might be that the individual's condition is so severe that the physician cannot recommend placement of the individual into the job.

A3 DRUG SCREENING:

Drug screening is used only during pre-employment medical examinations. The successful proposer is responsible for maintaining the integrity of the specimen collection and transfer process for alcohol and drug screening and the privacy of the prospective employee, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

A4 TESTING EQUIPMENT AND CONDITIONS

- 4.1 Spirometry - will be performed on equipment that meets or exceeds the current standards for National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), American Thoracic Society (ATS), and American College of Chest Physicians (ACCP) Standards for Pulmonary Function Equipment. A technician who must have current certification of completion of an approved NIOSH course on Spirometry will perform tests.
- 4.2 Audiology - testing must be performed using a soundproof booth that meets the current requirements as set forth by OSHA. Testing to be conducted by a technician with a current certification for audio logic testing from the Council for Accreditation in Occupational Hearing Conservation (CAOHC). Regular calibration is mandatory and records must be permanently maintained.
- 4.3 Stress Treadmill – A Physician needs to be present.
- 4.4 Far Visual Acuity Screening - is particularly important for the unique job demands of public safety occupations. Vision screening must be performed using a wall chart recommended by the National Academy of Sciences - National Research Council Committee (NAS-NRC) on

Vision Working Group 39. The Bailey-Lovie Wall chart is one of two acceptable wall charts meeting NAS-NRC specifications. Bailey-Lovie wall charts are available from the University of Berkeley, (510) 642-0229 or online at http://optometry.berkeley.edu/opt_txtpp/student_life/ucosa/merchandise/professional_materials.html. Titmus and Ortho-Rater devices do not meet the NAC-NRC specifications and must not be used for vision screening for law enforcement.

- 4.5 Color Vision - is critical for certain COUNTY occupations. Color vision screening must be performed with a clinical test recommended by the National Academy of Science - National Research Council Committee on Vision Working Group 41. Initial testing must be with an approved Pseudoisochromatic Plate Test. Tests that meet these criteria are the Dvorine Pseudo-Isochromatic Plate Test and the Ishihara Plate Test for Color Blindness. Persons failing the initial screening test will be tested using the Farnsworth Dichotomous Test for Color Blindness (Panel D-15). The Farnsworth D-15 is available from Richmond Products (505) 275-2406 or online at http://www.richmondproducts.com/shop/index.php?route=product/category&path=317_321. Titmus and other automated tests for color vision are unacceptable, as they do not meet NAS-NRC specifications for use as screening devices.

- 4.5.1 Color vision and visual acuity tests must be performed under the standards of illumination as recommended by the manufacturers of the tests.

A5 FORMS/REPORTS:

Prospective and existing employees will be given a physical examination utilizing examination forms specified by the COUNTY. All required forms and reports will be provided by the COUNTY in a Medical Forms and Reports Manual at the Pre-Proposal Conference. This manual will include a Medical History Form (OD-1), a Lung Examination Form (OD-2), an Extensive Heart and Limited Heart Combination Form (OD-3/OD-4), a Hearing Examination Form (OD-5), a MED-TOX Clinical Examination Form, a Public Safety Officer Examination Recap Form, an Annual TB Skin Test Result Report, an Annual Heart-Lung/Corrective Action Response Form, a Patient Information Form, a Health Status Report, an OSHA Respiratory Questionnaire and Clearance Letter, etc.

- 5.1 Documentation of physical examination findings can be important in future workers' compensation proceedings and in evaluating whether any subsequent abnormal findings are related to a preexisting condition. The COUNTY will rely on the CONTRACTOR to clearly document abnormal physical examination findings discovered during the pre-employment medical examination.
- 5.2 Documentation of the medical decision making process is critical. The CONTRACTOR must maintain clear, accurate and retrievable written records regarding the evaluative steps, which were taken in problem cases after the initial medical evaluation was performed. For persons with complex problems, the examining physician should document the basis or rationale for subsequent placement recommendations and decisions.
- 5.3 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination, and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis. In emergency situations, a telephone call shall be made within twenty-four (24) hours of the examination. Pursuant to NRS 617.457.10, the examining physician will report in writing any predisposing conditions that may affect employee's benefits or position.

A6 MEDICAL CONSULTATION:

The Primary Physician shall provide medical consultation for the purposes of special medical interpretation of reports and "return to work" slips provided to the COUNTY by other medical

practitioners. It is sometimes necessary that this be accomplished through telephone consultation or facsimile. The Primary Physician shall also be required to perform specialized medical evaluations of those employees whose physical abilities to perform certain job functions may be questionable (fitness for duty examinations, back to work examinations). Such evaluations will be in accordance with the medical guidelines established for the classification. Consultations that may also be requested by the COUNTY include case reviews, case intervention with patient's treating physician or coordination with other consultants performing services for the COUNTY. The Primary Physician shall assist the COUNTY in identifying job modifications or work restrictions for COUNTY employees when necessary.

- 6.1 The COUNTY may require the Primary Physician to provide information to or testify before screening panels or commissions or other administrative bodies regarding specific cases such as medical appeals, reasonable accommodation, and other occupational medical issues.
- 6.2 The COUNTY requires the Primary Physician to refer any employee who does not pass the Heart/Lung portion(s) of the exam to the COUNTY's Risk Management Division within twenty-four (24) hours.

A7 PHYSICAL EXAMINATION REQUIREMENTS FOR EXISTING EMPLOYEES

Annual physical examinations shall be conducted in accordance with the provisions of NRS 617.455 and NRS 617.457 and NAC Chapter 617.

It is preferred that an Occupational Physician perform the Heart/Lung exams also in accordance with NRS 617.455 and NRS 617.457. Occupational and contagious diseases applying to law enforcement are outlined in NRS 617.450, NRS 617.481, NRS 617.485, and NRS 617.487

- 7.1 The following describes the services required for each physical examination panel.

- 7.1.1 Panel I - Employees under the age of forty (40) with less than five (5) years' service, required annually:

- 7.1.1.1 Physical examination and vital signs
 - 7.1.1.2 Spirometry - Pulmonary Function Test
 - 7.1.1.3 TB Skin Test or Quantiferon-Gold TB Test
 - 7.1.1.4 Urinalysis
 - 7.1.1.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
 - 7.1.1.6 Audiogram with interpretation (including annual reporting)
 - 7.1.1.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
 - 7.1.1.8 Vision screening (Bailey-Lovie Wall Chart)
 - 7.1.1.9 Heart-lung medical review letter – if needed
 - 7.1.1.10 Blood pressure monitoring
 - 7.1.1.11 Body Mass Index
 - 7.1.1.12 Percent body fat by electrical impedance test or other approved medical procedure
 - 7.1.1.13 Hepatitis C (screen antibody)

- 7.1.2 Panel II - Employees with more than five (5) years of service, required annually until age forty (40):

- 7.1.2.1 Physical examination and vital signs
 - 7.1.2.2 Spirometry – Pulmonary Function Test
 - 7.1.2.3 TB Skin Test or Quantiferon-Gold TB Test
 - 7.1.2.4 Urinalysis

- 7.1.2.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
 - 7.1.2.6 Audiogram with interpretation (including annual reporting)
 - 7.1.2.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
 - 7.1.2.8 Vision screening (Bailey-Lovie Wall Chart)
 - 7.1.2.9 Heart-lung medical review letter – if needed
 - 7.1.2.10 Blood pressure monitoring
 - 7.1.2.11 Body Mass Index
 - 7.1.2.12 Percent body fat by electrical impedance test or other approved medical procedure
 - 7.1.2.13 Hepatitis C (screen antibody)
 - 7.1.2.14 **Resting EKG unless contradiction may require a Stress Treadmill**
- 7.1.3 Panel III – Employees over the age of forty (40) with more than five (5) years of service require a basic physical with a **Chest X-ray and a Stress Treadmill EKG every year.**
- 7.1.3.1 Physical examination and vital signs
 - 7.1.3.2 Spirometry – Pulmonary Function Test
 - 7.1.3.3 TB Skin Test or Quantiferon-Gold TB Test
 - 7.1.3.4 Urinalysis
 - 7.1.3.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
 - 7.1.3.6 Audiogram with interpretation (including annual reporting)
 - 7.1.3.7 Two (2) View Chest X-ray interpreted by a Radiologist – required every year
 - 7.1.3.8 Vision screening (Bailey-Lovie Wall Chart)
 - 7.1.3.9 Heart-lung medical review letter – if needed
 - 7.1.3.10 Blood pressure monitoring
 - 7.1.3.11 Body Mass Index
 - 7.1.3.12 Percent body fat by electrical impedance test or other approved medical procedure
 - 7.1.3.13 Hepatitis C (screen antibody)
 - 7.1.3.14 **Stress Treadmill EKG (read by Physician)**
- 7.2 As discussed in NRS 617.485.3(b), the CONTRACTOR shall administer Hepatitis A and B vaccinations to all designated employees.

ATTACHMENT "B"

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR MEDICAL PHYSICALS

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability Insurance as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$5,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as Respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

ATTACHMENT "C"
FEE SCHEDULE

Type of Examination	Cost per Exam
Pre-Employment Examination with Stress Treadmill	\$ 849.00
Pre-Employment Examination without Stress Treadmill	\$ 779.00
Panel One (1) Annual Examination with Two (2) View Chest X-ray	\$ 400.00
Panel One (1) Annual Examination without Two (2) View Chest X-ray	\$ 357.00
Panel Two (2) Annual Examination with Chest X-ray without EKG	\$ 360.00
Panel Two (2) Annual Examination with Chest X-ray with EKG	\$ 400.00
Panel Two (2) Annual Examination without Chest X-ray and EKG	\$ 317.00
Panel Two (2) Annual Examination without Chest X-ray and with EKG	\$ 357.00
Panel Three (3) Annual Examination with Chest X-ray and Treadmill	\$ 485.00
Retirement Testing	\$ 395.00
Clandestine Physical	\$ 270.00

Misc. Services Separate from Pre-Employment/Annual Exams	Cost per Test, Screen, Shot, or Hour
Audiogram with Interpretation	\$ 35.00
Urine/Drug	\$ 34.00
PSA	\$ 25.00
Hepatitis A Vaccine – Two (2) shot series – cost per shot	\$ 75.00
Hepatitis B Vaccine – Three (3) shot series – cost per shot	\$ 60.00
Hepatitis A/B Combination – cost per shot	\$ 105.00
Hepatitis Titer A, B, C Blood Tests:	\$ 70.00
Hepatitis A (screen antibody)	\$ 35.00
Hepatitis B (screen antigen)	\$ 25.00
Hepatitis B (screen antibody)	\$ 25.00
Hepatitis C (screen antibody)	\$ 30.00
Hepatitis Panel A, B, C (Hepatitis Profile Infection A,B,C and Immunity to A & B)	\$ 80.00
Travel time for on-site shot(s) - two (2) hours allowed per visit	\$50.00 per hour
Physical Exam and Vital Signs	\$ 100.00
Spirometry – Breathing Test	\$ 50.00
TB Skin Test	\$ 25.00
Quantiferon- Gold TB Test	\$ 80.00
Quantiferon – Blood Test	\$ 80.00
Blood Lead (Not Serum) Blood Test	\$ 150.00
Zinc Protoporphyrin (ZPP) Blood Test	\$ 60.00
Lab Tests (Chem Panel+UA+CBC+Lipid Panel)	\$ 50.00
Resting EKG	\$ 60.00
Stress Treadmill EKG (read by Physician)	\$ 185.00
Stress Treadmill EKG (read by Cardiologist)	\$ 307.00
Two (2) View Chest X-ray (Radiologist Review)	\$ 43.00
Department of Transportation Physical for CDL License (if separate from Annual Physical)	\$ 90.00
Medical Consultation - cost per hour	\$ 200.00
Testifying Fee (See Appendix A12.1) – cost per hour	\$ 200.00
OSHA Respirator Questionnaire & Clearance Letter	\$ 35.00

Basic Lifting Evaluation	\$	15.00
Physical Capacity Evaluation (conducted by PT)	\$	90.00
Prostate Specific Antigen (PSA Test)	\$	25.00
Psychological Evaluation (MMPI-2-RF)	\$	295.00
Other (describe service)	See Attachment # 1	

Note: Fee Schedule service cost includes completion and return of all required medical forms and reports to the County.

ATTACHMENT D – SUPPLEMENTARY COST

Additional Services if requested	Cos
Confirmation Charges on HIV and Hepatitis (if Positive)	Cost
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
Respirator Clearance Exams	Cost
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 40.00
Respirator Clearance Letter	\$ 10.00
Department of Transportation/CDL Exams	Cost
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
Drug and Alcohol Testing	Cost
DOT Urine Drug Screen	\$ 39.00
Non DOT Urine Drug Screen	\$ 34.00
DOT Breath Alcohol Test	\$ 25.00
Non DOT Breath Alcohol Test	\$ 25.00
Breath Alcohol Confirmation (if positive)	\$ 15.00
Individual Test Pricing (Not part of Heart and Lung Physical)	Cost
Audiometry with interpretation (air conduction or pure tone test)	\$ 35.00
Chest X-Ray (Single View)	\$ 60.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 70.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 50.00
Resting EKG	\$ 60.00
Stress EKG (Graded Exercise Test)	\$ 185.00
TB Skin Test	\$ 25.00
Nicotine Test (Cotinine Only) with Quant Levels	\$ 25.00
Per-Percent Body Fat (BMI Method)/Waist Circumference	\$ 15.00
Pulmonary Function Test	\$ 50.00
Normal Vision screening (Snellen, Far, Near)	\$ 25.00
Venipuncture	\$ 15.00
Vo2 Max Testing conducted by ARC	Cost
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Intrepretation (Saint Mary's Pulmonary)	\$ 50.00
Ultrasound Screening conducted by ARC	Cost
C.A.T. Ultrasound Bundle (<i>Carotid, Aortic, Thyroid - Non Diagnostic</i>)	\$ 100.00
Abdominal - (<i>Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic</i>)	\$ 100.00
Heart Ultrasound - (<i>Non Diagnostic</i>)	\$ 100.00
Audiology	Cost
Full Comprehensive Audiology Exam and Report	\$ 200.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 150.00

ATTACHMENT D – SUPPLEMENTARY COST

Psychological Screening and Interpretation	
Psychological Evaluation/Consultation/Interview - Pre-hire	\$ 295.00
Psychological Evaluation 1 (Jail/Corrections - Prehire Pysch MMPI-2)	\$ 225.00
Psychological Evaluation 2 (Police - Prehire Pysch MMPI-2)	\$ 295.00
Fitness for Duty – Non-occupational condition or potential workplace violence situation psychological interview, testing and evaluation	\$500.00 - \$750.00
Fitness for Duty – medical evaluation (situations like Officer Involved Shooting, Written Up or Put on Leave with or without Pay, Potential Psychological Condition possible harm to self or others.)	\$500.00 - \$1,300.00
LAQ Test	\$ 50.00
Hourly Rate - (Can be fractionated to actual minutes)	\$ 200.00

Physical Assessment screening (Physical Therapy)	Cost
Return to work examination	\$ 80.00
Functional Capacity Evaluation (per hour)	\$ 210.00
Musculoskeletal Evaluation	\$ 90.00
Physical Capacity Evaluation	\$ 90.00

Cardiology	Cost
Office visit- consultation	\$ 350.00
Office visit -New patient comprehensive	\$ 402.00
24 Hour Holter Monitor Tech and Professional	\$ 188.00
24 Hour Holter Monitor interpretation	\$ 60.00
ECG Monitor 24 hr w/Scan & Recording	\$ 50.00
Treadmill Stress Test	\$ 307.00
Thallium Single View w/supplies (aka - Cardiolite Stress)	\$ 1,687.00
Echocardiogram complete	\$ 549.00
Catheterize left heart	\$ 3,120.00
Left ventricular angiogram (Anesthesiologist will be extra)	\$ 210.00
Telemetry (including CPT 93288 and 93229)	\$ 800.00
Catheterize Left Heart complete* (Anesthesiologist will be extra)	\$ 3,120.00

Pulmonary Referral	Cost
New Patient Consult (reviewing ARC findings)	\$ 250.00
Established Patient Consult	\$ 175.00
Complete Pulmonary Function Test	\$ 250.00
Diffusion Study	\$ 125.00

Diagnostic Imaging	Cost
Firefighter CT (Chest and Abdomen)	\$ 756.00
2 View Chest X-Ray with B-Reader (Las Vegas only)	\$ 150.00
Mammography	\$ 300.00
PET Scan	\$ 2,675.00
CT Calcium Scoring	\$ 119.00
CT Chest with Contrast	\$ 456.00
CT Chest w/o Contrast	\$ 406.00
Coronary CTA	\$ 456.00
Echo w/Rest & CV Stress	\$ 474.00

ATTACHMENT D – SUPPLEMENTARY COST

Specialist Billing Fee per Patient Encounter	Cost
To cover administrative, postage, processing and handling costs.	\$ 25.00

Mobile Medical Fee	
Charge for physical conducted on site (Monday - Friday 7 AM - 5 PM)	\$ 135.00
Afterhours / Holiday or Weekend Runs (per employee)	\$ 175.00

In the event, ARC is asked to provide services that are outside the scope of normal business hours (Mon. - Fri. 7 AM to 5 PM), then ARC can charge an increased mobile fee per Officer Firefighter

Additional Physician related services	Cost
Digital Rectal Exam / Hernia Check (Males)	\$ 15.00
Skin Cancer Screening	\$ 15.00
Expanded Physical Dictation (cost in addition to current Physical)	\$ 10.00
Expanded Physical (cost in addition to current Physical)	\$ 25.00
Ambulance Attendance Certification and Physical Bundle	\$ 115.00
Blood Pressure Check	\$ 15.00
Caliper	\$ 10.00
Hand's on Physical / Range of Motion	\$ 15.00
Sleep Study Screening - Non-Diagnostic (Take Home)	\$ 200.00

Medical Paperwork	Cost
Ambulance Attendance Certification (in conjunction with Physical)	\$ 15.00
Physical Screening Fact Sheet (in conjunction with Physical)	\$ 15.00
FBI Paperwork (in conjunction with Physical)	\$ 15.00
Calendestine Physical Paperwork (in conjunction with Physical)	\$ 15.00
POST Paperwork (inconjunction with Physical)	\$ 15.00
FEMA Nevada Task Force Paperwork (in conjunction with Physical)	\$ 15.00
14 Essential Tasks Paperwork (in conjunction with Physical)	\$ 15.00
Sleep Apnea Questionnaire (in conjunction with Physical)	\$ 15.00
Lateral Transfer (Dept. to Dept.) Physician Review and Clearance	\$ 50.00
ARC Physician Review and/or Dictation of other Physician's Exam / Testing	\$ 100.00

Additional Lab Testing	Cost
NMR Blood	\$ 95.00
HAZMAT Blood (As, Cd,Hg, Pb/Zpp)	\$ 150.00
Serum Lead & Zpp Testing	\$ 60.00
Rabies Test	\$ 40.00
Hemocult for Stool Occult Blood (Slide Instant)	\$ 10.00
Hemocult for Stool Occult Blood (Lab Analysis)	\$ 60.00
TSH	\$ 30.00
Cortisol Testing	\$ 24.00
NMP22 Bladder Check	\$ 30.00
CA-125	\$ 65.00
C-Reactive Protein, Cadiac	\$ 45.00
LP-Pla2	\$ 95.00
Anabolic Steroid Testing	\$ 150.00
Testosterone Screening	\$ 60.00

Comprehensive Medical Panel - In Office	Cost
FRC M Panel	\$ 505.89
FRC F Panel	\$ 476.94
NFPA FRC M Panel	\$ 423.24
NFPA FRC F Panel	\$ 394.19
DPS Pre Panel	\$ 580.00
DPS U40	\$ 400.00
DPS O40	\$ 482.00
V1	\$ 520.00
V2	\$ 200.00
V3	\$ 385.00
V4	\$ 470.00
TMC	\$ 485.00
TMP	\$ 614.00
NRS U40	\$ 365.00
NRS O40	\$ 450.00

NFPA 1582	Cost
SMART Paperwork	\$ 15.00
Sleep Disturbance Apnea Questionnaire	\$ 10.00
Mental Health Screening	\$ 20.00
Chap. 8 Muscular Strength, Endurance & Flexibility Evaluation	\$ 90.00

EXHIBIT B

Pricing List

Please see attached page(s).

November 2, 2020



City of North Las Vegas

Attn: Joy Yoshida

ARC Health & Wellness

From: Paul Granstrom

RE: Joinder Provision with ARC Health & Wellness

Joy,

Thank you for the call today and enclosed is an attachment for the Joinder Provision that details the locations that the City of North Las Vegas can use under this new contract.

North Las Vegas Fire Headquarters

4040 Losee Rd.

North Las Vegas, NV 89030

or

ARC Health & Wellness

2500 W. Sahara Ave.

Suite # 100

Las Vegas, NV 89102

We look forward to continuing to serve our friends at North Las Vegas.

Sincerely,

Paul Granstrom

President

ARC Health & Wellness

Physical Costs - North Las Vegas - 20

Responsible Party Employer NORTH LAS VEGAS FIRE DEPARTMENT	HEART AND LUNG PREHIRE PHYSICAL	Charge Code Description	019 Charge Cod PHY-PRE LAB-006049 AUDIO XRAY2 LAB-318904 VISION-TIS LAB-303744 DRUG10 BMI RESULTS PFT RESPCLR STRESS TB SKIN TEST #1	Units	NEW CONTRACT RATES	
					2020 Cost Per Unit	2020 Projected Charges
HEART AND LUNG U40 PHYSICAL	HEART AND LUNG PREHIRE PHYSICAL	HEART AND LUNG PREHIRE PHYSICAL	PHY-PRE	14.0	\$125.00	\$8,736.00
		ABO/RH TYPING	LAB-006049		\$15.00	
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION DUAL VIEW	XRAY2		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		FULL VISION SCREENING (TITMUS)	VISION-TIS		\$40.00	
		HEPATITIS ABC ANTIBODY SCREENING	LAB-303744		\$80.00	
		NON DOT DRUG SCREEN / PRE EMPLOYMENT	DRUG10		\$34.00	
		PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
		RESPIRATOR CLEARANCE LETTER	RESPCLR		\$10.00	
		STRESS EKG	STRESS		\$125.00	
		TB SKIN TEST #1	TB-1		\$25.00	
		PHYSICAL EXAM (INCLUDES VITAL SIGNS)	PHY-HL	59.0	\$100.00	\$29,795.00
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION DUAL VIEW	XRAY2		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		HEP C ANTIBODY SCREENING	HEPC		\$30.00	
		HIV BLOOD TEST (083935)	HIV		\$45.00	
		NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00	
HEART AND LUNG O40 PHYSICAL	HEART AND LUNG PREHIRE PHYSICAL	PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
		RESPIRATOR CLEARANCE LETTER	RESPCLR		\$10.00	
		STRESS EKG	STRESS		\$125.00	
		TB SKIN TEST #1	TB-1		\$25.00	
		PHYSICAL EXAM (INCLUDES VITAL SIGNS)	PHY-HL	107.0	\$100.00	\$56,710.00
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION DUAL VIEW	XRAY2		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		HEP C ANTIBODY SCREENING	HEPC		\$30.00	
		HIV BLOOD TEST (083935)	HIV		\$45.00	
		NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00	
		PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PROSTATE SCREENING ANTIGEN	PSA		\$25.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
		RESPIRATOR CLEARANCE LETTER	RESPCLR		\$10.00	
		STRESS EKG	STRESS		\$125.00	
		TB SKIN TEST #1	TB-1		\$25.00	
ADDITIONAL SERVICES	HEART AND LUNG PREHIRE PHYSICAL	FEMA NVTF-1 PAPERWORK FEE	FEMA	1.0	\$15.00	\$15.00
		HIV BLOOD TEST (083935)	HIV	2.0	\$45.00	\$90.00
		MISCELLANEOUS PAPERWORK	MISCPAP	14.0	\$15.00	\$210.00
		TB SKIN TEST WITH TERMINATION TESTING	TB-TERM	2.0	\$25.00	\$50.00
						\$95,606.00

Physical Costs - North Las Vegas - 20

Responsible Party Employer	Charge Code Description	019 Charge Cod	NEW CONTRACT RATES	
			2020 Cost Per Unit	2020 Projected Charges
NORTH LAS VEGAS POLICE DEPARTMENT	HEART AND LUNG PREHIRE PHYSICAL	PHY-PRE	51.0	\$31,314.00
	ABO/RH TYPING	LAB-006049		\$15.00
	AUDIOGRAM	AUDIO		\$25.00
	CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00
	CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00
	FULL VISION SCREENING (TITMUS)	VISION-TIS		\$40.00
	HEPATITIS ABC ANTIBODY SCREENING	LAB-303744		\$80.00
	NON DOT DRUG SCREEN / PRE EMPLOYMENT	DRUG10		\$34.00
	PER-CENT BODY FAT	BMI		\$7.00
	PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00
	PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00
	STRESS EKG	STRESS		\$125.00
	TB SKIN TEST #1	TB-1		\$25.00
	HEART AND LUNG U40 PHYSICAL	PHY-U40	171.0	\$100.00
	AUDIOGRAM	AUDIO		\$25.00
	CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00
	CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00
	EKG W/INTERPRETATION	EKG		\$40.00
	HEP C ANTIBODY SCREENING	HEPC		\$30.00
	NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00
	PER-CENT BODY FAT	BMI		\$7.00
	PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00
	PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00
	HEART AND LUNG O40 PHYSICAL	PHY-O40	197.0	\$100.00
	AUDIOGRAM	AUDIO		\$25.00
	CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00
	CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00
	HEP C ANTIBODY SCREENING	HEPC		\$30.00
	NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00
	PER-CENT BODY FAT	BMI		\$7.00
	PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00
	PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00
	STRESS EKG	STRESS		\$125.00
ADDITIONAL SERVICES	HEP C CONFIRMATION TET (HCV RIBA)	HEPC-CONF	3.0	\$386.00
	HIV BLOOD TEST (083935)	HIV	2.0	\$45.00
	MISCELLANEOUS PAPERWORK	MISCPAP	4.0	\$15.00
	RESPIRATOR CLEARANCE LETTER	RESPCLR	22.0	\$10.00
	TB SKIN TEST #1	TB-1	368.0	\$25.00
	TB SKIN TEST WITH TERMINATION TESTING	TB-TERM	2.0	\$25.00
				\$50.00
				\$183,957.00
	ECHOCARDIOGRAM COMPLETE	93306-FONT	1.0	\$549.00
	OFFICE/OUTPATIENT VISIT NEW	99204	1.0	\$402.00
NORTH LAS VEGAS POLICE DEPARTMENT-SPECIALIST	SPECIALIST FEE	SPECFEE	1.0	\$25.00
	THALLIUM MULTIPLE VIEW W/SUPPLIES	78452-FONT	1.0	\$1,381.00
				\$2,357.00
NORTH LAS VEGAS POLICE DEPARTMENT-SPECIALIST - Total				\$281,920.00
Overall - Total				

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**ARC HEALTH & WELLNESS
82 E GLENDALE AVE
SPARKS, NV 89431**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL111809** Expiration Date: **11/30/2021**

License Type: **PROFESSIONALS**

Classification: **PRO SERVICES - MEDICAL**

Business Location: **ARC HEALTH & WELLNESS
4040 LOSEE RD
NORTH LAS VEGAS, NV 89030**

Owner/Principal(s): **ARC HEALTH & WELLNESS CENTERS, LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2020

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.

X

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Crestline Insurance Services LLC 6955 N Durango Dr #1115-765 Las Vegas NV 89149		CONTACT NAME: Ann Lehtinen PHONE (A/C, No, Ext): (702) 596-5686 FAX (A/C, No): (702) 988-5355 E-MAIL ADDRESS: annl.crestline@cox.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Insurance Company	
		INSURER B: Sentinel Insurance Company	
		INSURER C: National Fire & Marine Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21

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.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		4034592085	12/22/2020	12/22/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						DEDUCTIBLE \$ NONE
	AUTOMOBILE LIABILITY	Y					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	53WECAC0M4Z	09/26/2020	09/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE RETRO			ES053943	09/01/2020	09/01/2021	EACH CLAIM \$1,000,000 ANNUAL AGGREGATE \$3,000,000 DEDUCTIBLE NONE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract to provide certain medical, health, administrative & related services to the City's police officers, correctional officers & firefighters at the City's Fire Station 51 located at 2626 E Carey Ave, North Las Vegas, NV 89030. City of North Las Vegas is additional insured with respect to General Liability only. Additional forms attached: General Liability Blanket Additional Insured including Waiver of Subrogation Form SB146932G. Primary/Non-Contributory Wording Form CNA80103XX(09-14). Work Comp Waiver Form WC990303B. 30 day notice of cancellation will be provided with the exception of 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas A Nevada Municipal Corporation 2250 Las Vegas Blvd, North North Las Vegas NV 89030	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Crestline Insurance Services LLC		NAMED INSURED Gilbert, Gaetke & Associates of NV, MD, Ltd, DBA: & ARC Health & Wellness Centers
POLICY NUMBER _____		
CARRIER _____	NAIC CODE _____	EFFECTIVE DATE: _____

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Named Insured:

Gilbert, Gaetka & Associates of Nevada MD Ltd dba:
 ARC Health & Wellness Centers
 ARC Health & Wellness Centers LLC
 ARC WorkPlace Services LLC
 ARC National WorkPlace Services LLC
 WorkPlace Medical Services LLC
 1582 LLC
 Gaetke Medical Corporation, A California Professional Corporation

Covered Physicians:

Warren Gilbert, MD, Retroactive date 1-5-2000
 Mark Gaetke, MD, Retroactive date 1-5-2000
 Troy Ross, MD, Retroactive date 9-29-2016
 Christopher Pederson, MD, Retroactive date 9-29-2015
 Brian J Kuhn, MD, Retroactive date 4-15-2019

Covered Locations:

1: 2205 Glendale Ave, Sparks, NV 89431
 2: 82 Glendale Ave, Sparks, NV 89431
 4: 2500 W Sahara Ave, Las Vegas, NV 89102
 5: 333 No Rancho Dr #540, Las Vegas, NV 89106
 7: 2510 Wigwam Pkwy, Henderson, NV 89074
 9: 3920 East Idaho Street, Suite 2D, Elko, NV 89801
 11: 1855 N McCarran Blvd, Sparks, NV 89431
 12: 2332 Las Vegas Blvd North, North Las Vegas 89030
 13: 844 W Nye Lane, Carson City, NV 89703
 14: 858 West Elliot Road, Tempe, Arizona 85284
 15: 950 Cass St, Monterey, CA 93940

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such **"written contract;"**

b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

20020008540345920857464



d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
 - (b) The offense that caused the "**personal and advertising injury**";
- for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

200200085-403459-20857465



- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

200200085-40345920857466



3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

20020008540345920857427





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 53 WEC AC0M4Z

Endorsement Number:

Effective Date: 09/26/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Gilbert, Gaetke & Associates of Nevada MD Ltd
82 E GLENDALE AVE
SPARKS NV 89431

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
SECTION I	2	B. Part One Does Not Apply	3
PARTS ONE and TWO	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
SECTION II	2	04 Foreign Voluntary Compensation	4
VOLUNTARY COMPENSATION INSURANCE	2	A. How This Reimbursement Applies	4
05 Voluntary Compensation Insurance	2	B. We Will Reimburse	4
A. How This Insurance Applies	2	C. Exclusions	4
B. We Will Pay	3	D. Before We Pay	5
C. Exclusions	3	E. Recovery From Others	5
D. Before We Pay	3	F. Reimbursement For Actual Loss Sustained	5
E. Recovery From Others	3	G. Repatriation	5
F. Employers' Liability Insurance	3	H. Endemic Disease	5
EMPLOYERS' LIABILITY STOP GAP ENDORSEMENT	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
06 Employers' Liability Stop Gap Coverage	3	SECTION III	6
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3	01 Schedule of Covered States	6

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000 Each Accident</u>
--------------------------------------	---------------------------------------

Bodily Injury by Disease	<u>\$500,000 Policy Limit</u>
-------------------------------------	--------------------------------------

Bodily Injury by Disease	<u>\$500,000 Each Employee</u>
-------------------------------------	---------------------------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. **We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.**

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

NV

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2021

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 have **ADDITIONAL INSURED** provisions or 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 Crestline Insurance Services LLC 6955 N Durango Dr #1115-765 Las Vegas NV 89149	CONTACT NAME: Ann Lehtinen, CLU/CPCU PHONE (A/C, No, Ext): (702) 596-5686 E-MAIL ADDRESS: annl.crestline@gmail.com FAX (A/C, No): (702) 988-5355
INSURED Gilbert, Gaetke & Associates of NV, MD, Ltd, (See Attached) 1855 N McCarran Blvd Sparks NV 89431	INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: Sentinel Insurance Company INSURER C: National Fire & Marine Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21-22**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	4034592085	12/22/2021	12/22/2022	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							DEDUCTIBLE \$ NONE
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	53WECAC0M4Z	09/26/2021	09/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE RETRO DATE 1/5/2000			ES053943	09/01/2021	09/01/2022	EACH CLAIM \$1,000,000
							ANNUAL AGGREGATE \$3,000,000
							DEDUCTIBLE \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract to provide certain medical, health, administrative & related services to the City of North Las Vegas, Nevada police officers, correctional officers & firefighters. City of North Las Vegas is additional insured with respect to General Liability only. Additional forms attached: General Liability Blanket Additional Insured including Waiver of Subrogation Form SB146932G. Primary/Non-Contributory Wording Form CNA80103XX(09-14). Work Comp Waiver Form WC990302B.
30 day notice of cancellation will be provided with the exception of 10 day notice for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas A Nevada Municipal Corporation 2250 Las Vegas Blvd, North North Las Vegas NV 89030	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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such **"written contract;"**

b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

20020008540345920857464



d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
 - (b) The offense that caused the "**personal and advertising injury**";
- for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

200200085-403459-20857465



- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

200200085-403459 200857466



3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



Gilbert, Gaetke & Associates of Nevada, MD, Ltd.
Policy No: 4034592085

CNA80103XX
(09-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

20020008540345920857427





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 53 WEC AB6IDK

Endorsement Number:

Effective Date: 05/29/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ARC WorkPlace Services LLC

82 E GLENDALE AVE

SPARKS NV 89431

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
SECTION I	2	B. Part One Does Not Apply	3
PARTS ONE and TWO	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
SECTION II	2	04 Foreign Voluntary Compensation	4
VOLUNTARY COMPENSATION	2	A. How This Reimbursement Applies	4
INSURANCE		B. We Will Reimburse	4
05 Voluntary Compensation Insurance	2	C. Exclusions	4
A. How This Insurance Applies	2	D. Before We Pay	5
B. We Will Pay	3	E. Recovery From Others	5
C. Exclusions	3	F. Reimbursement For Actual Loss Sustained	5
D. Before We Pay	3	G. Repatriation	5
E. Recovery From Others	3	H. Endemic Disease	5
F. Employers' Liability Insurance	3	05 Longshore and Harbor Workers' Compensation Act Coverage	5
EMPLOYERS' LIABILITY STOP GAP	3	Endorsement	
ENDORSEMENT		SECTION III	6
06 Employers' Liability Stop Gap Coverage	3	01 Schedule of Covered States	6
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3		

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000 Each Accident</u>
--------------------------------------	---------------------------------------

Bodily Injury by Disease	<u>\$500,000 Policy Limit</u>
-------------------------------------	--------------------------------------

Bodily Injury by Disease	<u>\$500,000 Each Employee</u>
-------------------------------------	---------------------------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

NV

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by _____
Authorized Representative

AGENCY CUSTOMER ID: 00001256

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Crestline Insurance Services LLC		NAMED INSURED Gilbert, Gaetke & Associates of NV, MD, Ltd, DBA: & ARC Health & Wellness Centers
POLICY NUMBER 		
CARRIER 	NAIC CODE 	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Named Insured:

Gilbert, Gaetka & Associates of Nevada MD Ltd dba:
 ARC Health & Wellness Centers
 ARC Health & Wellness Centers LLC
 ARC WorkPlace Services LLC
 ARC National WorkPlace Services LLC
 WorkPlace Medical Services LLC
 1582 LLC
 Gaetke Medical Corporation, A California Professional Corporation

Covered Physicians:

Warren Gilbert, MD, Retroactive date 1-5-2000
 Mark Gaetke, MD, Retroactive date 1-5-2000
 Troy Ross, MD, Retroactive date 9-29-2016
 Christopher Pederson, MD, Retroactive date 9-29-2015
 Brian J Kuhn, MD, Retroactive date 4-15-2019
 Megan McCarthy NP, Retroactive date 9-22-2020
 Michelle Riches, NP, Retroactive date 9-22-2020

Covered Locations:

Loc #1 2205 Glendale Ave, Sparks, NV 89431
 Loc #2 82 Glendale Ave, Sparks, NV 89431
 Loc #3 2500 W Sahara Ave, Las Vegas, NV 89102
 Loc #4 333 No Rancho Dr #540, Las Vegas, NV 89106
 Loc #6 1855 N McCarran Blvd, Sparks, NV 89431
 Loc #7 844 W Nye Lane, Carson City, NV 89703
 Loc #8 858 West Elliot Road, Tempe, AZ 85284
 Loc #10 1925 W Orange Grove, Tucson, AZ 85704
 Loc #11 5546 Longley Ln, #A, Reno, NV 89511