

AGREEMENT FOR SERVICES

Project Number or Name: RFP-19-32 Pre-Employment & Employee Medical Examinations

THIS AGREEMENT is entered into as of the 1st day of October, 2019 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Colorado Occupational Medical Partners (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are

pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: Colorado Occupational Medical Partners

By: [Signature]
(Signature)

Title: ADMINISTRATOR

Signed this 8 day of October, 2019

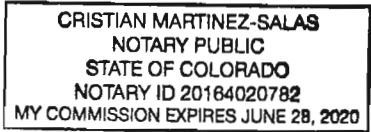
State of Colorado)
County of Arapahoe)

Subscribed and sworn to before me this 8 day of October, 2019

By Carlos A Escobar

My commission expires June 28, 2020

[Signature]
Notary Public



SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and Colorado Occupational Medical Partners.
Project Number or Name: RFP-19-32 Pre-Employment & Employee Medical Examinations.

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the following services:

- A. Due to the confidential nature of the Pre-Employment and Medical Examinations for the Arapahoe County Sheriff's Office, the contractor agrees to accept fitness-for-duty examination appointments from The Support Services Bureau Chief, the Detention Services Bureau Chief, the Public Safety Bureau Chief, the Patrol Captains, the Investigations Captain, or the Detention Services Captains only. The contractor will be required to sign a Confidentiality Agreement with Arapahoe County prior to beginning this assignment.

Pre-Employment testing appointments will be scheduled by the applicant or Sheriff's Office Human Resources Staff.

The Arapahoe County Sheriff's Office will only work with the contractor as the point of contact in acquiring test results and pertinent information regarding Pre-Employment and Medical Examinations. Accordingly, the contractor may have certain portions of the contract, e.g., lab tests, completed by another company but any contact will be through the selected Contractor.

B. STATEMENT OF WORK

- a. The contractor will work in conjunction with the Arapahoe County staff and their TPA to determine employment eligibility
- b. The contractor will provide pre-employment "at risk" and "not at risk" physical examinations
- c. The contractor will provide HAZMAT physical examinations
- d. The contractor will provide Arduous Duty Wildland Firefighter medical screenings
- e. The contractor will provide fitness-for-duty and return to work fitness-for-duty examinations within three (3) business days of initial contact
- f. The contractor will provide all drug and alcohol testing adhering to DOT 49 CFR Part 40 regulations
- g. The contractor will provide physical examination results within forty-eight (48) hours
- h. The contractor must be able to accommodate the Arapahoe County Sheriff's Office applicants / employees or other Arapahoe County prospective employees within one (1) week of initial contact for employee physical fitness scheduling
- i. The contractor will work in conjunction with the Arapahoe County Sheriff's Office Human Resources staff to determine a list of evaluations and screens used to determine employment eligibility; these may include medical history, EKG, drug screen, treadmill / physical ability testing, range of motion, etc.
- j. The contractor will work in conjunction with the Arapahoe County Sheriff's Office Human Resources staff to determine acceptable / unacceptable levels of fitness for employment
- k. Physical examinations will meet current Peace Officers Standard Training (P.O.S.T) governing body standards and will be adjusted to meet any Colorado legislative changes that occur in the future
- l. The contractor must stay current with the DOT regulations at all times
- m. Physical examinations can be performed by a Nurse Practitioner or a Physician's Assistant as long as the work is approved by an M.D. or D.O.
- n. The contractor must have acceptable protocols and procedures in place for dealing with errors on drug screens
- o. All examinations are expected to be performed between 8:00 a.m. and 5:00 p.m., Monday thru Friday, holidays excepted
- p. Assist in determining and documenting issues related to injury causation, pre-existing or contributing factors and elements of questionable or delayed recovery.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Contractor shall commence (place an "X" in one):

- As of the date of this Agreement.

As specified in a Notice to Proceed to be provided by the County.

As of the following date:

The services of the Contractor shall be completed, or shall end, by September 30, 2020.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an "X" in one):

Lump sum due upon completion:

Hourly rate of (to be billed monthly).

Other: Pricing Form attached in Exhibit B..

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed

4. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
Attn: Finance Department
13101 E. Broncos Parkway
Centennial, CO 80112

To the Contractor: Colorado Occupational Medial Partners Inc.
1390 S. Potomac St., Suite 136
Aurora, CO 80012
Attn: David Curnow
dcurnow@occmedpartners.com
303.214.0335

6. **Special Conditions.** (place an "X" in one).

No special conditions

Special Conditions are as follows:

A. **OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

B. **LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS:** It is hereby agreed and understood that the awarded contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the County at the same prices while a new contract, also in force, is being mobilized. If the Contractor is supplying equipment in conjunction with the awarded contract, the Contractor agrees to retain its equipment at the designated County premise(s) for an additional thirty

calendar days after the termination of the contract, at which time the equipment shall be removed from the premise(s). The Contractor shall be allowed to invoice the County for this additional period on a pro-rated basis.

- C. **DEPARTMENT / DIVISION WORK PERFORMED FOR:** The examinations described shall be performed for the Arapahoe County Sheriff's Office. Although this Solicitation specifies an exact department / division, it is understood and agreed that the County may, during the term of the contract, request additional examinations be performed by the Contractor for other Arapahoe County departments / divisions.
- D. **STANDARDS OF QUALITY OR PERFORMANCE:** The services performed by the Contractor shall either meet or exceed the standards of quality and/or performance that have been established by DOT 49 CFR Part 40 regulations, the Peace Officers Standard Training (P.O.S.T) governing body standards, and Colorado Legislation.
- E. **LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Contractor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Denver consists of City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado. All reimbursable payments will be based on local Denver office.
- F. **EXAMINATIONS WILL BE CONDUCTED WITHIN A SET TIMEFRAME ONCE NOTIFICATION OCCURS:** The Contractor will conduct all candidate appointments within seven (7) business days after the order either is verbally placed with the Contractor or is transmitted to the Contractor via facsimile or via email, whichever notification occurs earlier. All Internal Affairs referrals must be seen within two (2) business days of notification. All results must be available via phone within one (!) day, upon request, and via written report within two (2) days of the examination.
- G. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another contractor.
- H. **SUB-CONTRACTING:** No portion of the Solicitation may be subcontracted without the prior written approval of Arapahoe County.
- I. **PURCHASE ORDERS PLACED WITH CONTRACTOR DURING CONTRACT:** The Contractor shall not provide services until a Purchase Order has been received from the County.
- J. **PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:** If the Contractor is awarded a contract under this Solicitation, the prices proposed by the Contractor shall remain fixed and firm during the term of the contract, provided, however, that the Contractor may offer incentive discounts from this fixed price to the County at any time during the contractual term.
- K. **FUEL ADJUSTMENTS (SURCHARGES):** The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.
- L. **HOURLY RATE DEFINED:** The hourly rate quoted by the Contractor shall include full compensation for labor, equipment use, travel time, and any other costs incurred by the Contractor. This rate is assumed to be at straight-time for all labor. If overtime is allowable under this Solicitation, it will be covered as a separate item in the terms and conditions.
- M. **METHOD OF PAYMENT - MONTHLY INVOICES:** The Contractor will submit monthly invoices by the tenth day of each month. These invoices shall be submitted to the Arapahoe County Sheriff's Office, Support Services Bureau. The invoice shall reference the appropriate Purchase Order number, the candidate or employee name, and a detailed explanation of the work that was performed by the Contractor in conjunction with the corresponding invoice.

The monthly invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the County in advance of the service being performed.

- N. **VARIATIONS ALLOWED IF INDICATED:** For purposes of Response evaluation, Contractors must indicate any variances to the Specifications, terms and conditions, no matter how slight. If variations are not stated in the Contractor's Response, it shall be construed that the Response fully complies with the Specifications, terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.

- O. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Other governmental agencies, such as local special districts, cities, and towns, within Arapahoe County may and the Contractor will agree to enter into separate contracts with such agencies desiring to utilize the Contractor for emergency snow plowing services for roads under such agencies jurisdiction at the rates established through this solicitation and the County contract. Each governmental agency which avails itself of this contract will establish its own contract with the Contractor, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County will not be a party to such other government agency contracts and shall not be bound by or obligated in any way under such contractual agreements made between any other governmental agency and the Contractor as a result of this Solicitation.

EXHIBIT B to Agreement between the County and Colorado Occupational Medical Partners.
 Project Number or Name: RFP-19-32 Pre-Employment & Employee Medical Examinations.

**Arapahoe County Sheriff's Office
 Pre-employment Medical Examination**

COMP Proposed Pricing

	Price
Sedentary/Office	
H&P	\$ 65.00
PPD	\$ 22.00
QF	\$ 75.00
Audio	\$ 25.00
SAPS	\$ 30.00
SWAT HAZMAT Physical	
H&P	\$ 65.00
Sub-Max Treadmill	\$ 141.00
Lift test	\$ 30.00
Safety Sensitive/Law Enforcement	
H&P	\$ 65.00
PPD	\$ 22.00
QF	\$ 75.00
Respiratory OSHA Form/PFT	\$ 105.00
Audio	\$ 25.00
SAPS	\$ 30.00
Lift test	\$ 30.00
Hep B Titer only	\$ 50.00
Vaccination	
Hep B	\$75 for booster and \$35 for additional blood test to verify immunity. If low immunity or no immunity, each vaccination is \$85 (set of three required)
Tdap	\$ 72.00
MMR Titer only	\$ 124.00
Sub-Max treadmill (as medically indicated)	\$ 141.00

Meth/Hazmat/Bomb Squad**Price**

Medical Occupational & Respiratory History	\$	105.00
PFT	\$	50.00
DOT if CDL card holder	\$	75.00
PPD	\$	22.00
Chemical screen	\$	47.00
Audio	\$	25.00
CBC	\$	13.00
Liver Profile	\$	60.00
PA Chest X-Ray	\$	60.00
Resting EKG	\$	55.00
Specific analysis as medical indicated (exposure)		
HIV	\$	47.00
Hep B	\$	35.00
Hep C	\$	44.00
Chem screen	\$	47.00
CBC	\$	13.00
Liver Profile	\$	60.00
Chest X-Ray	\$	60.00
PFT	\$	50.00



Better Medicine • Better Lives

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Colorado Occupational Medical Partners, Inc.
1444 S Potomac St
Ste 200
Aurora, CO 80012

INSURED

Colorado Occupational Medical Partners, Inc.
1444 S Potomac St
Ste 200
Aurora, CO 80012

Group Name: Colorado Occupational Medical Partners, Inc.

This Certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder. COPIC extends blanket coverage to an employee or authorized volunteer worker (an "insured") of the named insured while working under the direct supervision of the named insured and within the scope of their assigned duties. However, "employee" or "volunteer worker" does not include:

- Acupuncturists, Advanced Practice Nurses, Aestheticians, Anesthesiologist Assistants, Child Health Associates, Clinical Nurse-Specialists, CRNA/Nurse Anesthetists, Cytotechnologists, Electrologists, Emergency Medical Techs, Endermologists, Laser Technicians, Microdermabrasionists, Nurse Clinicians, Nurse Midwives, Nurse Practitioners, Optometrists, Orthopaedic Physician Assistants, Pharmacists, Physician Assistants, Physicists, Physiologists, Psychologists, Psychotherapists, Radiology Practitioner Assistants, Surgical Assistants, Surgical Technicians

or any other allied health professional performing highly-skilled health care services or procedures even if they are employees unless the individual or the position is listed on the declaration page(s) and in that event, an employee or volunteer listed on the declaration page(s) shall be treated as an "insured" for coverage purposes. Each "Insured" shall share limits with others, as provided in the Policy. Because we cover certain types of "Insureds" on an automatic and blanket basis, we are unable to verify coverage for an individual who is not in one of the allied health specialties identified above.

POLICY NUMBER: PCC0013659 RETRO DATE: 05/01/2017

POLICY TERM: 05/01/2019 to: 01/01/2020

LIMITS OF LIABILITY: Per Medical Incident/Peer Review Incident\$ 3,000,000 Annual Aggregate\$ 5,000,000

SPECIALTY: Entity/Corp Specialty

Dated at: Denver, Colorado

Date: May 01, 2019

Handwritten signature

Countersigned by Authorized Representative



COLOOCC-01

EWHIPPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2019

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 BOK Financial Insurance, Inc. 16767 N. Perimeter Drive, Suite 202 Scottsdale, AZ 85260	CONTACT NAME: PHONE (A/C, No, Ext): (602) 296-2343	FAX (A/C, No): (602) 230-5894	
	E-MAIL ADDRESS: ewhipple@bokf.com		
INSURED Colorado Occupational Medical Partners, Inc. 9195 Grant St., Suite 100 Thornton, CO 80229	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Company of America		25674
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Farmington Casualty Company		41483
	INSURER D :		
	INSURER E :		
INSURER F :			

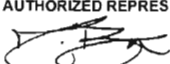
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6804J489046	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS ONLY						\$
							\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP4J551516	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4J489974	05/01/2019	05/01/2020	PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For tenancy at 1390 South Potomac St, Ste 136, Aurora, CO 80012. I-225 Kai'ohu, LLC and Cirrus Asset Management, Inc. are included as additional insureds, per attached form CG D1 86 11 03.

CERTIFICATE HOLDER**CANCELLATION**

I-225 Kai'ohu, LLC c/o Cirrus Asset Management, Inc. 20720 Ventura Blvd, Suite 300 Woodland Hills, CA 91364	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 

ACORD 25 (2016/03)

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CG D1 86 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| A. Broadened Named Insured | I. Injury to Co-Employees |
| B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 | J. Aircraft Chartered with Crew |
| C. Blanket Waiver of Subrogation | K. Non-Owned Watercraft – Increased from 25 feet to 50 feet |
| D. Blanket Additional Insured – Managers or Lessors of Premises | L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day |
| E. Blanket Additional Insured – Lessor of Leased Equipment | M. Knowledge and Notice of Occurrence or Offense |
| F. Incidental Medical Malpractice | N. Unintentional Omission |
| G. Personal Injury – Assumed by Contract | O. Reasonable Force – Bodily Injury or Property Damage |
| H. Extension of Coverage – Bodily Injury | |

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease, as of the date, during the policy period, that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such

additional insured.

3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES

1. It is agreed that your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts **b.** and **d.** of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part **b.** the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part **d.** the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision **M.** does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision **N.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.