

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name Mike Torres**

**Department: Juvenile Probation**

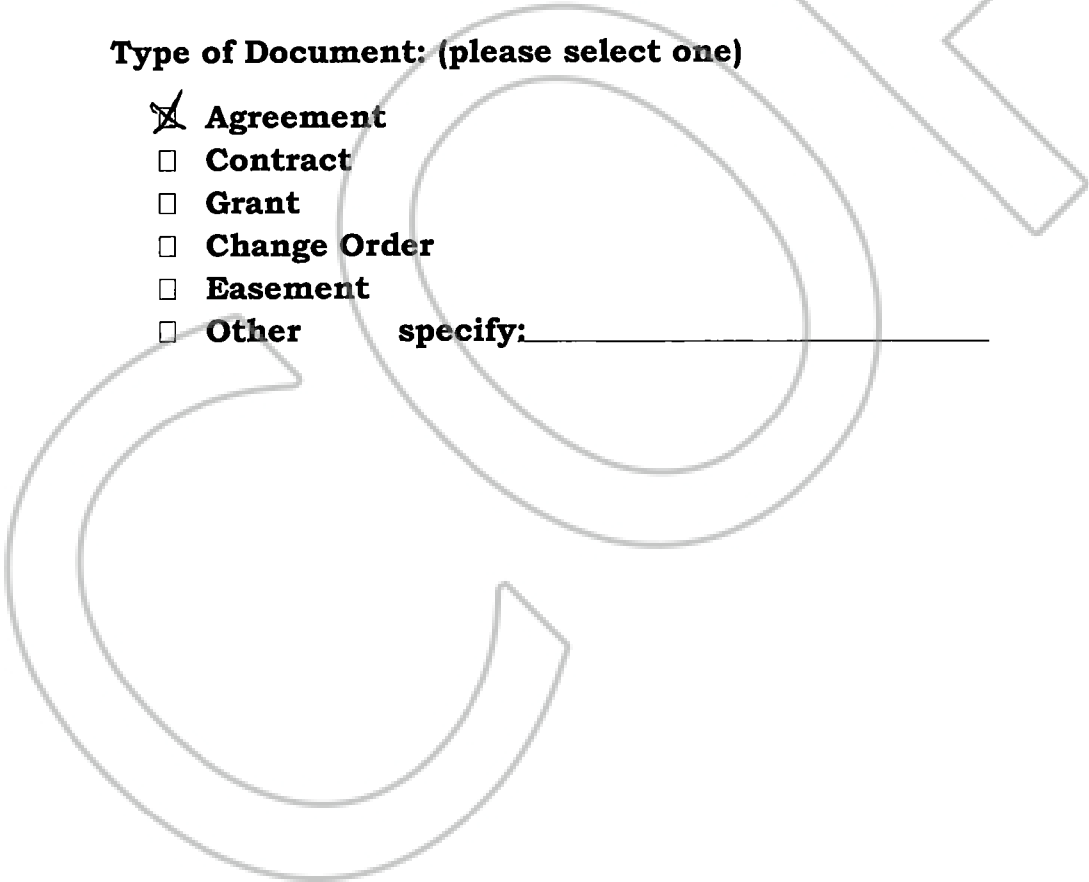


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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other** **specify:** \_\_\_\_\_



NO. 2022, 218

9/15/22  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

[Signature]

DEPUTY

Agreement For Professional Services:  
DRUG AND ALCOHOL ASSESSMENTS, TREATMENT AND COUNSELING FOR THE  
JUVENILE PROBATION DEPARTMENT, DOUGLAS COUNTY,

BETWEEN

**DOUGLAS COUNTY**  
ON BEHALF OF THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT,  
NINTH JUDICIAL DISTRICT COURT  
P.O. BOX 218  
MINDEN, NV 89423  
PH#: 775-782-9821

AND

**CLARITY COUNSELING SERVICES, LLC**  
3726 Timberline Drive  
CARSON CITY, NV 89703

This Agreement for Services by an Independent Professional Services (hereafter “Agreement”) is entered into by and between Douglas County, a political subdivision of Nevada on behalf of the Douglas County Juvenile Probation Department, Ninth Judicial District Court, Douglas County, Nevada, (hereafter “County”) through the Douglas County Manager and Clarity Counseling Services, LLC, licensed in the State of Nevada #NV20171294624 (hereafter “Contractor”). The County and Contractor are at times collectively referred to hereinafter as the “Parties or individually as the “Party.”

WHEREAS, the County on behalf of the Ninth Judicial District Court , pursuant to Nevada Revised Statutes maintains and funds a Juvenile Probation Department, which is committed to reducing willful recidivism by youth who use and abuse drugs and alcohol; and

WHEREAS, Clarity Counseling Services is licensed in the State of Nevada, employs State of Nevada licensed alcohol and drug counselor(s), and hereby agrees to provide drug and alcohol, assessments, treatment plans, individual and group counseling, and progress reports for youth served by the Douglas County Juvenile Probation Department, who use and abuse drugs and alcohol; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County’s youth; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

**NOW, THEREFORE,** in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective as of July 1, 2022, and will terminate on June 30, 2023. Thereafter this Agreement may be extended on an annual basis for 12-month terms provided funding is available and both parties agree in writing. If extended, all provisions of this Agreement shall continue.

**2. SERVICES TO BE PERFORMED.** Contractor shall provide the following professional drug and alcohol treatment services to those youths referred by Douglas County's Juvenile Probation Department, including but not limited to: performing and providing drug and alcohol assessments and treatment plans; provide individual and group drug and alcohol counseling as needed; provide monthly written progress reports on youth receiving counseling; will actively cooperate and communicate with each individual youth's Juvenile Probation Officer on a monthly basis, or more frequently as needed, either through telephonic conferences or electronic mail and will provide court testimony on request of the Juvenile Probation Department or Ninth Judicial District Court for the State of Nevada.

Contractor may participate in experiential education services to those youth referred by the Douglas County Juvenile Probation Department. Contractor must work in conjunction with the Juvenile Probation Department and its Outdoor Intervention staff in providing these services.

All experiential education services to be provided must be reviewed for content appropriateness, safety, staffing levels and must be approved by the Juvenile Probation Department prior to implementation.

All professional services will be performed by Jeremy Batten, LADC

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional drug and alcohol treatment services set forth in paragraph 2 at a cost of \$100.00 per hour. Contractor agrees to provide the professional experiential education services set forth in paragraph 2 at a cost of \$25.00 per hour, to include sleeping hours if the experiential education service is overnight. The total cost of the Agreement for all services shall not exceed twenty-five thousand dollars (\$25,000.00) in a fiscal year.

**4. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the Contractor shall have the status of and shall perform all work under this agreement as an independent Contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;

- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) The Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**5. INDUSTRIAL INSURANCE.**

Contractor further 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 appointment and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

*Clarity Counseling Services, LLC. has entered into a agreement with the Ninth Judicial District Court, Douglas County to perform drug and alcohol treatment services for youth from July 1, 2022 to June 30, 2023, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:*

*Douglas County Manager & Chief Juvenile Probation Officer  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the appointment. If Contractor does not maintain coverage throughout the entire term of the appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to Contractor during the time the coverage is not provided or has lapsed.

**6. GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

**7. LICENSING AND PROFESSIONAL LIABILITY INSURANCE.** Contractor agrees that Jeremy Batten will maintain his License as a Nevada Licensed Drug and Alcohol Counselor (LADC) in good standing for the duration of this Agreement. Any complaints filed or disciplinary

FY22-23

JPO-Clarity

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action taken against Mr. Batten arising out of his duties as a counselor or experiential education provider must be reported to the County. Contractor must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Contractor's business license, counselor license and professional liability coverage shall be provided to the County upon Contractor signing this Agreement.

**8. TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party his Agreement may be terminated by either party without cause prior to the date set forth in paragraph (1), provided the termination shall not become effective until 30 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County.

**9. NON-APPROPRIATION.** All payments under this Agreement are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this Agreement shall not exceed those monies appropriated and approved by Douglas County for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Douglas County's obligations under it shall be extinguished if Douglas County fails to appropriate monies. Nothing in this Agreement shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by Douglas County under this Agreement that are not paid to Contractor shall automatically revert to Douglas County's discretionary control upon the completion, termination, or cancellation of the agreement. Douglas County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**10. CONFIDENTIALITY.** This Agreement contemplates that Contractor will have confidential information made known to him which is not known to the general public. Contractor is under a duty to retain confidential information disclosed by the County or clients, subject only to disclosure as authorized by the client or by court order, court rule or state or federal law. Contractor must comply with all provisions of the Health Information Portability and Accountability Act as set forth in Attachment A, incorporated herein.

**11. INDEMNITY.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by Contractor.

**12. CONSTRUCTION OF AGREEMENT.** This agreement shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas and attorney's

fees and costs will be awarded to the prevailing party at the discretion of the court. The court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**13. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement, including, but not limited to, all federal, state, and local accounting procedures and requirements, and all immigration and naturalization laws.

**14. ASSIGNMENT.** Contractor shall not assign, transfer, nor delegate any rights or obligations or duties under this Agreement.

**15. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this Agreement shall be subject to inspection, examination and audit by Douglas County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities. Records for inspection do not include the client records per Federal Law CFR42 part 2.

**16. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against Douglas County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**17. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Agreement.

**19. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**20. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**21. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).

**22. CONFLICT OF INTEREST.** By signing the Agreement, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the Chief Juvenile Probation Officer, Douglas County. In the event of a breach of this provision, County may immediately withdraw, without penalty or any payment, from the Agreement. Contractor must notify County of any other contracts or projects Contractor is working on that may impact Douglas County.

**23. BOYCOTT.** Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79<sup>th</sup> Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

**24. RECITALS.** The Recitals are hereby incorporated into this Agreement.

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Drug and Alcohol Assessments, Treatment and Counseling for the Juvenile Probation Department, Douglas County to be signed and intend to be legally bound thereby.*

**Contractor:**

Jeremy M. Batten 07/27/2022  
Clarity Counseling Services, LLC  
President, Jeremy Batten, LADC (date)

**County:**

Patrick Gates 9/13/22  
Patrick Gates  
Douglas County Manager (date)

## ATTACHMENT A

### HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

1. DEFINITIONS. Contractor shall mean Clarity Counseling Services, LLC.
  - 1.1 Covered Entity shall mean Douglas County Juvenile Probation Department,.
  - 1.2 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - 1.3 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 1.4 Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.
  - 1.6 Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  - 1.7 Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
  - 1.8 Service Agreement or Agreement shall mean that certain agreement between Contractor and Covered Entity.  
All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.
2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.
  - 2.1 Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by Law.
  - 2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
  - 2.4 Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
  - 2.5 Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity agrees to the same restrictions and conditions restrictions that apply through this Agreement to Contractor with respect to such information.
  - 2.6 Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health



Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

- 2.7 Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.8 Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.9 Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.
- 2.10 Contractor agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### 3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, a Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity, or violate the minimum necessary policies and procedures of Covered Entity, for the purpose of performing the Service Agreement.
- 3.2 Specific Use and Disclosure Provisions:
  - 3.2.1 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.
  - 3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that It will remain confidential and used or further disclosed only as required by law or

for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.2.3 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- 3.2.4 Contractor may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 164.502(j)(1).

#### 4. OBLIGATIONS OF COVERED ENTITY.

Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may effect Contractor's use or disclosure of Protected Health Information.

- 4.1 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.2 Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the same may effect Contractor's use or disclosure of Protected Health Information.
- 4.3 Permissible Requests by Covered Entity: Covered entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted for a Contractor under the Rule for data aggregation or the management and administrative activities of Contractor.)

#### 5. TERM AND TERMINATION.

Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Contractor, or created or received by Contractor on behalf of the Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.

- 5.1 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:
  - 5.1.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure

the breach or end the violation within the time specified by Covered Entity, or

5.1.2 Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible.

5.2.3 If neither termination nor cures are feasible, Covered Entity will report the violation to the Secretary.

5.2 Effect of Termination.

5.2.1 Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.2.2 In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

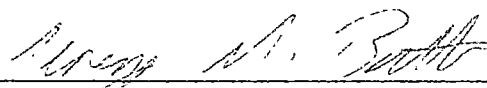
MISCELLANEOUS.

5.3 Regulatory References. A reference in this Agreement to a section in the Privacy means the section as in effect or as amended, and for which compliance is required.

5.4 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

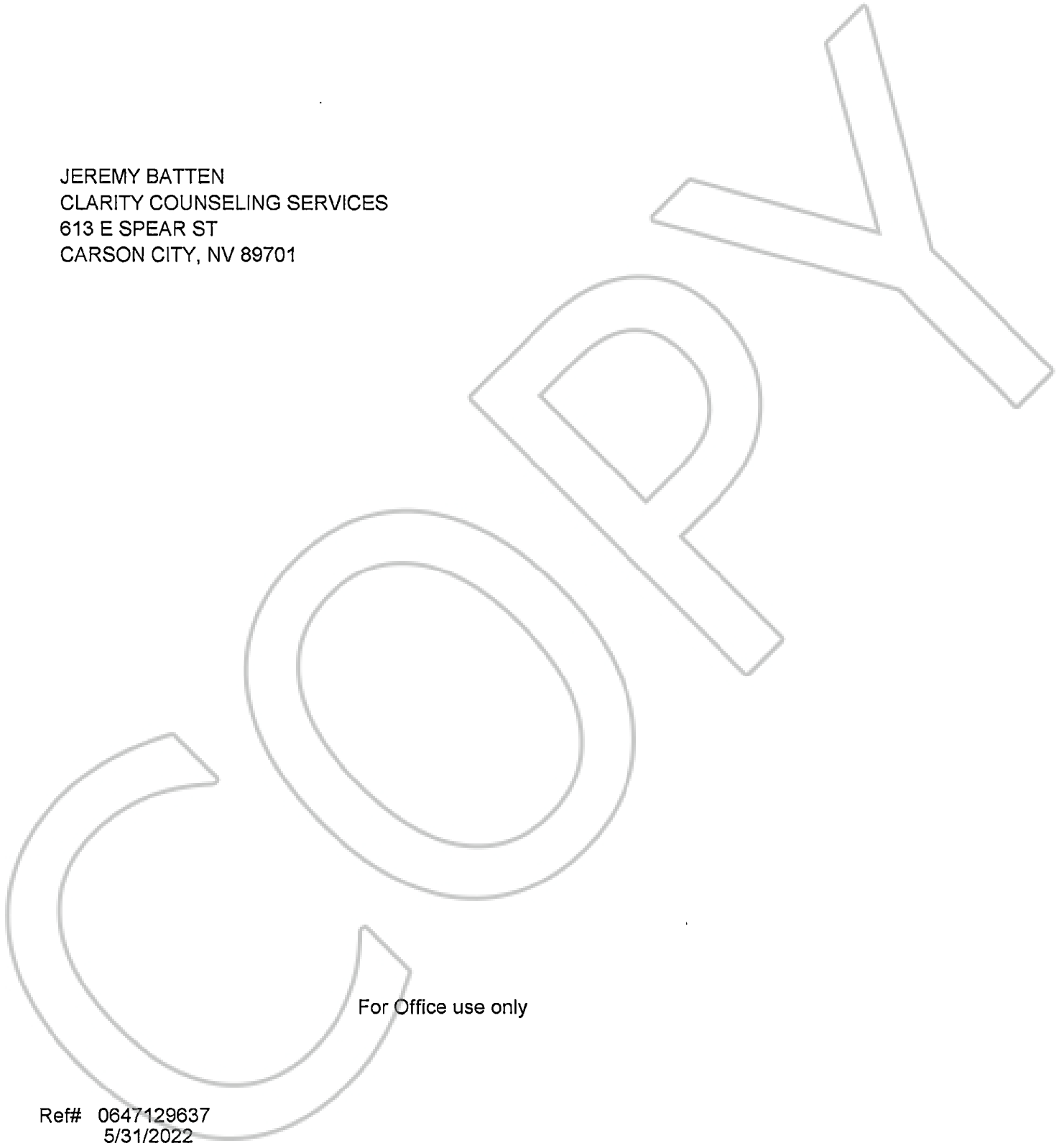
5.5 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement. 6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Reviewed and Acknowledged by:

 07/27/2022  
Jeremy Batten, President (date)  
Clarity Counseling Services, LLC  
Contractor

# Insurance Info

JEREMY BATTEN  
CLARITY COUNSELING SERVICES  
613 E SPEAR ST  
CARSON CITY, NV 89701



For Office use only

Ref# 0647129637  
5/31/2022



1100 Virginia Drive, Suite 250  
Fort Washington, PA 19034-3278  
Phone: 1-888-288-3534 Fax: 1-847-953-0134  
Website: www.hpso.com

06/01/22

Clarity Counseling Services  
329 W Fifth St  
Carson City, NV 89703-4605

Dear Jeremy Batten:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,  
Customer Service

Enclosure

Q032

*Dedicated To Serving The Insurance Needs of Healthcare Providers*

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Print Date: 6/01/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0647129637	<b>POLICY PERIOD</b> From: 05/31/22 to 05/31/23 at 12:01 AM Standard Time
<b>Named Insured and Address:</b> Clarity Counseling Services 329 W Fifth St Carson City, NV 89703-4605			<b>Program Administered by:</b> Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com	
<b>Medical Specialty:</b> Alcohol/Drug Counselor Firm		<b>Code:</b> 80723	<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606	
Excludes Cosmetic Procedures				

**Professional Liability** \$ 1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- \* Malplacement Liability
- \* Personal Injury Liability

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 5/31/2017 (Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate
Employment Practices Liability - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 5/31/2020 (Defense Only)				

**General Liability**

General Liability	\$1,000,000 each claim / \$5,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	Excluded

Total \$ 884.00

Base Premium \$884.00

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

**Chairman of the Board**

**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**

CNA93692 (11-2018)

**Endorsement Date:**

Master Policy: 188711433

## POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>FORM NAME</b>
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123816-C27 (12-01)	Nevada Amendatory Change
G-123846-C27 (07-01)	Nevada Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA88921NV (12-18)	Nevada Amendatory Change for EPL
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage
CNA93658 (08-18)	Employment Practices Liability Coverage - Defense Only
CNA96096 (06-19)	Amended Definition of You and Yours
G-121504-C (07-01)	General Liability Form

### **PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin-Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: Clarity Counseling Services

Policy #: 0647129637

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

CLARITY COUNSELING SERVICES L.L.C.

**Nevada Business Identification # NV20171294624**

**Expiration Date: 05/31/2023**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 05/31/2022.

*Barbara K. Cegavske*

BARBARA K. CEGAUSKE  
Secretary of State



Certificate Number: B202205312710202

You may verify this certificate  
online at <http://www.nvsos.gov>



STATE OF NEVADA

**BARBARA K. CEGAVSKE**  
Secretary of State



Commercial Recordings & Notary Division  
202 N. Carson Street  
Carson City, NV 89701  
Telephone (775) 684-5708  
Fax (775) 684-7138  
North Las Vegas City Hall  
2250 Las Vegas Blvd North, Suite 400  
North Las Vegas, NV 89030  
Telephone (702) 486-2880  
Fax (702) 486-2888

**KIMBERLEY PERONDI**  
Deputy Secretary for  
Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Jeremy Batten  
329 W. 5th St.  
Carson City, NV 89703, USA

Work Order #: W2022053104410  
May 31, 2022  
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 281731

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Annual List	Fees	20222360393	5/31/2022 10:19:51 PM	Approved	1	\$150.00	\$150.00
Annual List	Business License Fee	20222360393	5/31/2022 10:19:51 PM	Approved	1	\$200.00	\$200.00
Total							\$350.00

Payments

Type	Description	Payment Status	Amount
Credit Card	6540607790216129904285	Success	\$350.00
Total			\$350.00

Credit Balance: \$0.00

Jeremy Batten  
329 W. 5th St.  
Carson City, NV 89703, USA

**BARBARA K. CEGAVSKE**  
Secretary of State

STATE OF NEVADA



**KIMBERLEY PERONDI**  
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North Las Vegas City Hall  
2250 Las Vegas Blvd North, Suite 400  
North Las Vegas, NV 89030  
Telephone (702) 486-2880  
Fax (702) 486-2888

**Business Entity - Filing Acknowledgement**

05/31/2022

**Work Order Item Number:** W2022053104410 - 2161983  
**Filing Number:** 20222360393  
**Filing Type:** Annual List  
**Filing Date/Time:** 05/31/2022 22:19:51 PM  
**Filing Page(s):** 2

**Indexed Entity Information:**

**Entity ID:** E0218832017-4

**Entity Name:** CLARITY COUNSELING  
SERVICES L.L.C.

**Entity Status:** Active

**Expiration Date:** None

Non-Commercial Registered Agent  
JEREMY BATTEN  
613 E. SPEAR ST., CARSON CITY, NV 89701, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "Barbara K. Cegavske".

BARBARA K. CEGAVSKE  
Secretary of State



**BARBARA K. CEGAVSKE**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

# Annual or Amended List and State Business License Application

**ANNUAL**  **AMENDED** (check one)

**List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:**

**CLARITY COUNSELING SERVICES L.L.C.**

**NV20171294624**

NAME OF ENTITY

Entity or Nevada Business  
Identification Number (NVID)

**TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT**

**IMPORTANT:** Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
  - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number	E0218832017-4
	Filing Number	20222360393
	Filed On	05/31/2022 22:19:51 PM
	Number of Pages	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

**CHECK ONLY IF APPLICABLE**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

001 - Governmental Entity

006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number \_\_\_\_\_

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**For nonprofit entities formed under NRS chapter 80:** entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

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**For nonprofit entities formed under NRS Chapter 81:** entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

Unit-owners' Association       Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

---

**For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box**

Does the Organization intend to solicit charitable or tax deductible contributions?

No - no additional form is required

Yes - the "Charitable Solicitation Registration Statement" is required.

The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**\*\*Failure to include the required statement form will result in rejection of the filing and could result in late fees.\*\***



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov  
 www.nvsilverflume.gov

**Annual or Amended List  
 and State Business License  
 Application - Continued**

**Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:**

CORPORATION, INDICATE THE MANAGER:

<b>Jeremy Batten</b>		<b>USA</b>	
Name		Country	
<b>3726 Timberline Drive</b>	<b>Carson City</b>	<b>NV</b>	<b>89703</b>
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** Jeremy M Batten  
 Signature of Officer, Manager, Managing Member,  
 General Partner, Managing Partner, Trustee,  
 Subscriber, Member, Owner of Business,  
 Partner or Authorized Signer *FORM WILL BE RETURNED IF  
 UNSIGNED*

**Manager**  
 Title

**05/31/2022**  
 Date

**WILDERNESS MEDICINE**  
284 LINCOLN STREET | LANDER, WY 82520-2848 | 1.866.831.9001

**NOLS**

**Jeremy M. Batten**  
has successfully completed the course requirements and is hereby certified in:

**Wilderness First Responder**

January 16, 2022      January 16, 2024  
Date of Certification      Date of Expiration

Cardholder      Logan I. Maclean  
Instructor/Coordinator

**WILDERNESS MEDICINE**  
284 LINCOLN STREET | LANDER, WY 82520-2848 | 1.866.831.9001

**NOLS**

**Jeremy M. Batten**  
has successfully completed the course requirements and is hereby certified in:

**Adult/Child/Infant CPR, AED & Airway Management**

January 16, 2022      January 16, 2024  
Date of Certification      Date of Expiration

Cardholder      Logan I. Maclean  
Instructor/Coordinator

**WILDERNESS MEDICINE**  
284 LINCOLN STREET | LANDER, WY 82520-2848 | 1.866.831.9001

**NOLS**

**Jeremy M. Batten**  
has successfully completed the course requirements and is hereby certified in:

**Epinephrine Auto-Injector**

January 16, 2022      January 16, 2024  
Date of Certification      Date of Expiration

Cardholder      Logan I. Maclean  
Instructor/Coordinator

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

15<sup>th</sup> day of September, 20 22

By Janip Baldo Deputy