

CONTRACT AMENDMENT C

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Specialty Services II, LLC, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-054-22, and executed on April 25, 2022, and amended on January 9, 2023, and July 7, 2023, shall be amended as follows:

1. **Page 1: Amount** shall be amended as follows:
\$67,392.66
2. **Page 1: Term** shall be amended as follows:
January 1, 2022 – December 31, 2024
3. **Attachment C: Budget** is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective January 1, 2024.

Dated this 27 day of November, 2023.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

Christine Rolfes

CHRISTINE ROLFES, Commissioner

**CONTRACTOR:
Specialty Services II, LLC**

Tony Prentice

Name: Tony Prentice
Title: Chief Operating Officer

I attest that I have the authority to sign
this contract on behalf of Specialty
Services II, LLC.

11/9/2023
DATE

ATTEST: _____

Dana Daniels

Dana Daniels, Clerk of the Board



ATTACHMENT C: BUDGET

Budget Summary			
Contractor: Specialty Services II			
Contract No:		KC-054-22	
Contract Period:		01/01/22 - 12/31/24	
Expenditure	Previous	Changes this Contract	Current
Period 1: 01/01/22 - 12/31/22			
SUD Residential Treatment (SABG)	\$24,475.00	\$0.00	\$24,475.00
Period 1 Budget Total	\$24,475.00	\$0.00	\$24,475.00
Period 2: 01/01/23 - 12/31/23			
Criminal Justice Treatment Account (CJTA)	\$32,417.66	\$0.00	\$32,417.66
SUD Residential Treatment at \$425 per day (SABG)	\$10,500.00	\$0.00	\$10,500.00
Period 2 Budget Total	\$42,917.66	\$0.00	\$42,917.66
Period 3: 01/01/24 - 12/31/24			
Criminal Justice Treatment Account (CJTA)	\$0.00	\$32,684.33	\$32,684.33
SUD Residential Treatment, Co-Occurring, at \$475 per day (SABG)	\$0.00	\$14,250.00	\$14,250.00
Period 3 Budget Total	\$0.00	\$46,934.33	\$46,934.33
Contract Total	\$67,392.66	\$46,934.33	\$114,326.99



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

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 The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Christina Oakley PHONE (A/C, No, Ext): (877) 455-5640 E-MAIL ADDRESS: coakley@tpgrp.com FAX (A/C, No): (425) 455-6727													
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Bridgeway Insurance Company</td> <td style="text-align: center;">12489</td> </tr> <tr> <td>INSURER B: The Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgeway Insurance Company	12489	INSURER B: The Ohio Casualty Insurance Company	24074	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9HA7MM000203301	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/>			BAA60145476	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			9HA7UM000201501	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Sexual Misconduct Limit \$ 2,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	9HA7MM000203301	10/01/2023	10/01/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER EL - WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability - Claims Made Retroactive Date 10/01/2021			9HA7MM000203301	10/01/2023	10/01/2024	Each Healthcare Event \$1,000,000 Aggregate \$3,000,000

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

Salish Behavioral Health Organization is Additional Insured per attached form:
Human Services General Liability Enhancement Endorsement CGL 461 (11-16)

CERTIFICATE HOLDER Salish Behavioral Health Organization 614 Division Street Port Orchard WA 98366	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverage extensions only apply in the event that no other specific coverage for the injury or damage is provided under this policy. If such other specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise specified in this endorsement.

The following is a summary of the extended coverages and associated Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy and the provisions of this endorsement.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Liquor Liability Exception to the Exclusion	Included	2
Non-Owned Watercraft	Less than 65 feet	2
Damage to Property Caused by Client	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$5,000	4
Supplementary Payments – Loss of Earnings	\$1,000 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Medical Directors and Administrators	Included	6
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	6
Additional Insured – Broadened Named Insured	Included	6
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	8
Additional Insured – When Required by Contract	Included	8
Additional Insured – Owners, Lessees, or Contractors	Included	8

Additional Insured – State or Political Subdivisions	Included	8
Newly Acquired Time Period	Amended	9
General Aggregate Limit Per Location	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	11
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11
Broadened Definition of Advertising Injury – Includes Televised, Videotaped or Internet-based Publication	Included	12

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“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.

B. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability** at the end thereof:

Based on the Named Insured’s request at the time of claim or “suit”, we agree to indemnify the Named Insured for its liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of its client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance available to the client.

C. Liquor Liability Exception to the Exclusion

The following is added to **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph c. Liquor Liability**, at the end thereof:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured’s business.

D. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. Aircraft, Auto or Watercraft, Item (2), is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 65 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property Caused by Client

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1), is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to another's property is caused by your "client", up to a \$30,000 limit. As used in this coverage extension, "client" means a person under your direct care and supervision.

F. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

- 6. Subject to Paragraph 5. above:
 - a. 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 in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.
 - b. The Damages to Premises Rented to You Limit is the greater of:
 - (1) \$1,000,000 for the damages due to fire, lightning, explosion, smoke or leakage from fire protective systems or any combination, thereof; or

(2) The Damage to Premises Rented to You Limit shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. **Excess Insurance**, Item (1)(a)(ii), is deleted in its entirety and replaced by the following:

- (ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

- c. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. Athletic Activities

SECTION I – COVERAGES, COVERAGE C - MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities**, is deleted in its entirety and replaced with the following:

- e. Athletic Activities

To a person injured while participating in any physical exercises or games, sports, or athletic contests.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B, is amended as follows:

- 1. Paragraph 1. b. is deleted in its entirety and replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. Paragraph 1.d. is deleted in its entirety and replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. Employee Indemnification Defense Coverage

The following is added to **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, at the end thereof:

We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding if the alleged criminal wrongdoing occurred in the course of the "employee's" employment by you.

The most we will pay for defense costs pursuant to the above is \$25,000, regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

J. Key and Lock Replacement – Janitorial Services Customer Coverage

The following coverage extension is added to **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, at the end thereof:

We will pay for the cost to replace keys and locks at the “customer’s” premises due to theft or other loss to keys entrusted to you by your “customer”, up to a \$10,000 limit per occurrence and \$10,000 in the aggregate for all costs.

We will not pay for loss or damages resulting from theft or any other dishonest or criminal act committed by you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or anyone to whom you entrust the keys of a “customer” for any purpose, whether acting alone or in combination or collusion with other persons.

As used in this coverage extension:

1. "Customer" means an individual, company or organization with whom you have a written contract or work order to provide your services for a described premise and under which you have billed for your services.
2. "Employee" means:
 - a. Any natural person:
 - (1) While in your service or for 30 days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and
 - (3) Who you have the right to direct and control while performing services for you; or
 - b. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent "employee", as defined in Paragraph (1) above, who is on leave; or
 - (2) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
 - c. "Employee" does not mean or include:
 - (1) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any "manager," director or trustee, except while performing acts within the scope of the usual and customary duties of an "employee".
3. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended to include each of the following as additional insureds, to the extent permitted by law:

- a. Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope, and during the course, of their duties as such. Such duties do not include the furnishing of or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co- “employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured** – Any organization or subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured if they are also insured under another similar policy, or would have been insured but for such policy’s termination or the exhaustion of its limits of insurance.
- d. Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

- e. Home Care Providers** – Any person or organization under your direct supervision and control while providing private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant of those premises;
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s)
- g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured under your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or

“personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevator covered by this insurance.

i. Vendor(s) – Any person(s) or organization(s), but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

With respect to the insurance afforded to the vendor(s), the following additional exclusions apply:

(1) The insurance afforded the vendor(s) does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor(s);

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor(s) has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor(s); or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor(s) for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to: or
 - (i) The exceptions contained in Sub-paragraphs (d) or (f) immediately above;
 - (ii) Such inspections, adjustments, tests or servicing as the vendor(s) has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- j. **Franchisor** – Any person(s) or organization(s), but only with respect to their liability as the grantor of a franchise to you.
- k. **When Required by Contract** – Any person or organization when required by a written contract or agreement executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury", "property damage" and "personal and advertising injury", but only for liability arising out of the negligence of the Named Insured. The Limits of Insurance applicable to these additional insureds shall be the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a written contract or agreement.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, for the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- (2) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance for this Coverage Section shown in the Declarations;

whichever is less.

L. Newly Acquired Time Period

Section II – Who Is An Insured, Paragraph 3.a. is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only if the newly acquired or formed organization is not otherwise specifically excluded from coverage under this policy, by endorsement or otherwise, and is only afforded to the newly acquired or formed organization until the end of the policy period.

M. General Aggregate Limit Per Location

SECTION III – LIMITS OF INSURANCE, Paragraph 2. is deleted in its entirety and replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;

- b. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and
- c. Damages under Coverage **B**.

A separate Location General Aggregate Limit applies to each “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The following is added to **SECTION V – DEFINITIONS**:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

N. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit is amended as follows:

1. The following is added to Paragraph a. at the end thereof:

This condition applies only when the “occurrence” or offense is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer or insurance manager, if you are a corporation;
- d. A member, if you are an LLC.

2. The following is added to Paragraph b. at the end thereof:

This condition only applies when the claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer or insurance manager, if you are a corporation; or
- d. A member, if you are an LLC.

O. Unintentional Failure To Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **6. Representations**, at the end thereof:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

P. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us, is deleted in its entirety and replaced by the following:

8. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, the insured may waive its rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract or agreement.

Q. Liberalization

The following Subsection is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, at the end thereof:

Liberalization

If we revise this endorsement to provide more coverage without an additional premium charge, we will automatically provide the additional coverage to your policy bearing this endorsement as of the day the revision is effective in your state.

R. Bodily Injury – includes Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

"Bodily injury" means:

1. Bodily injury, sickness or disease sustained by a person, including mental anguish resulting from any of these; and
2. Except for mental anguish, "bodily injury" includes death resulting from the foregoing (Paragraph a. above) at any time.

S. Personal and Advertising Injury – Includes Abuse of Process, Discrimination

If **COVERAGE B., PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE**, is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS, Paragraph 14.b.** is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
2. The following is added to **SECTION V – DEFINITIONS, Paragraph 14.**, the definition of "personal and advertising injury," at the end thereof:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

- (1) Any insured; or
- (2) Any executive officer, director, stockholder, partner or member of the Named Insured.
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage extension does not apply to fines or penalties imposed because of discrimination.

T. Broadened Definition of Advertising Injury – Includes Televised, Videotaped or Internet-based Publication

- 1. If **COVERAGE B., PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE**, is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” **Section V – Definitions, Paragraphs 14.d., 14.e. and 14.f.** are deleted in their entirety and replaced with the following:
 - d. Oral, written, televised, videotaped or internet-based publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services;
 - e. Oral, written, televised, videotaped or internet-based publication of material that violates a person’s right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business; or
- 2. If **COVERAGE B., PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE**, is not otherwise excluded from this Coverage Part, **2. Exclusions, Paragraphs b. and c.** are deleted in their entirety and replaced by the following:
 - b. **Material Published With Knowledge of Falsity**
 Arising out of oral, written, televised, videotaped or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. **Material Published Prior to Policy Period**
 Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.


All Other Terms And Conditions Of This Policy Remain Unchanged.

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