

CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Vadis, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract KC-376-24, executed on August 26, 2024, shall be amended as follows:

1. **Section 4. Compensation:** shall be amended to read as follows:

4.1 The total amount payable under the contract, by the County to the Contractor in no event will exceed \$874,888. Any cost incurred by the Contractor over and above the year-end sums set out on the budgets shall be at the Contractor's sole risk and expense.

The contract increases by \$30,000 from \$844,888 to a new contract total of \$874,888.
2. **Attachment C: Service Information Form** shall be replaced in its entirety as attached.
3. 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:

Kelly Oneal, Developmental Disabilities Coordinator Kitsap County Department of Human Services
614 Division Street, MS-23 Port Orchard, WA 98366.

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

DATED this 19 day February, 2025. DATED this 10 day march, 2025.

CONTRACTOR
Vadis

Christopher Christian
Chris Christian, CEO



**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Christine Rolfes
CHRISTINE ROLFES, Chair

Oran Root
ORAN ROOT, Commissioner

Katherine T. Walters
KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT C: SERVICE INFORMATION FORM (2/1/25)

Vadis

INDIVIDUAL SUPPORTED EMPLOYMENT

Individual Supported Employment services are a part of Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

ESTIMATED NUMBER OF PEOPLE TO BE SERVED:

The number of people served is determined by the issuance of County Service Authorizations. The number of people served will fluctuate as people choose to enter or leave the Contractor's service over the contract period. It is estimated that Vadis will serve between forty-five (45) and fifty-five (55) individuals in this category.

TARGETED OUTCOMES/GOALS:

An Individual Support Plan (including measurable outcomes) will be developed for each person referred to the Contractor with a County Service Authorization. Outcomes should be in accordance with the Criteria for Evaluation (<http://www.dshs.wa.gov/dda/county-best-practices>) and incorporate County Guide to Achieve Developmental Disability Administration's Guiding Values, Role of Employment, (<http://www.dshs.wa.gov/dda/county-best-practices>). The plan must be tailored to promote the employment outcomes that meet the desires of the client. The plan will be reviewed at a minimum of every six (6) months and be rewritten as needed in order to meet the client's goals for the individual employment program. Provided services will relate to the client's individually identified goal(s) as outlined in their plan, and the semi-annual reports will demonstrate progress made on identified goals of the previous six (6) months.

Staff will serve clients so that they will be supported to work towards a living wage. A living wage is the amount needed to enable a client to meet or exceed his or her living expenses. Clients should be supported to average 20 hours of community work per week, or 86 hours a month, with the ultimate goal being full-time employment and earning a living wage. However, each person's preferred hours of employment should be taken into consideration. The amount of service provided will be based on the client's demonstrated need, acuity level and work history per WAC 388-828.

For clients interested in pursuing self-employment, state-adopted self-employment guidelines, as applicable (<http://www.dshs.wa.gov/dda/county-best-practices>), will be followed for any client who owns and operates a business. In addition, at a minimum,

any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

Sites utilized for community assessment activities will comply with the [US Department of Labor Standards](#) and applicable state standards as well as follow DDA Guidelines for Community Assessments with Employment and Vocational Programs. (<http://www.dshs.wa.gov/dda/county-best-practices>)

Service activities will be in accordance with Employment Activities – Strategies and Progress/Outcomes Measures (<http://www.dshs.wa.gov/dda/county-best-practices>). Supports provided should include training and support to the employee's employer and co-workers in each job placement to ensure jobs are maintained. This also includes the development of natural supports.

Information pertaining to wages, productivity, benefits and work hours shall be documented for each participant, including progress in achieving increased wages and work hours.

A written performance plan which describes program objectives and expected outcomes shall be developed. It shall include details regarding how and when objectives will be accomplished. At a minimum, the plan shall contain performance indicators that measure the percentage of people employed, the average number of hours worked per month, the number of new jobs starts, the number of job losses and reasons for job loss. The plan shall be evaluated at least biennially, revised based on actual performance, and demonstrate progress over time.

Evidence that services are provided in adherence to the Medicaid HCBS settings requirements of 42 CFR 441.530 (a)(1), including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings. Settings that isolate people from the broader community or that have the effect of isolating them from the broader community of individuals that do not receive Medicaid HCB services are presumed not to be home and community based.

All clients receiving individual employment services shall be employed earning minimum wage or better within six (6) months. If a client is not employed earning minimum wage or better by the time six (6) months has elapsed, the Contractor will assure that the following activities have been taken:

- a) Review of the progress towards employment goals;
- b) Provide evidence of consultation with the family/client; and
- c) Development of additional strategies with the family/client, county staff, employment support staff and the DDA case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the client's pursuit of employment.

The additional new strategies will be documented for each client and kept in the client's file(s).

If after twelve (12) months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six (6) month progress report. When requesting to participate in community inclusion services, the client shall communicate directly with their DDA case manager, as the DDA Case manager is directly responsible for authorizing Community Inclusion Services.

Staff will have the opportunity to attend conferences and receive training.

BILLING:

This contract is fee-for-service. Individuals shall be billed at a rate of \$108.80 per unit, per month, from July 1, 2024 –June 30, 2025 unless a specialized rate is agreed upon by the agency, DDA Case Management and the County and the rate is documented on the County Service Authorization form. One (1) unit equals an "hour" which is at least fifty minutes of service. Partial hour to the quarter may be recorded.

Reimbursable activities are contained on the *Employment Phases and Billable Activities* document located at <http://www.dshs.wa.gov/dda/county-best-practices>.

The contractor will not be reimbursed for service hours/units provided above the maximum service hours/units documented on the client's DDA ISP or activities outside the scope of the *Employment Phases and Billable Activities* document.

Service or organizational improvement activities: With the County's prior approval, the County may elect to provide reimbursement to the Service Provider for approved expenditures for activities designed to increase the quality of services provided to clients with a focus on professional development, client engagement, and capacity.

The Contractor may bill up to a maximum of \$4,000 in the purchase of software, hardware and/or assistive technology or activities related to diversity, equity and inclusion efforts as it pertains to the support of individuals receiving IE program services. The Contractor will maintain receipts of purchases that will be made available for review upon request by Kitsap County staff.

ATTACHMENT C: SERVICE INFORMATION FORM (2/1/25)

Vadis

COMMUNITY INCLUSION SERVICES

Individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment) for working age individuals who have received nine months of employment support.

ESTIMATED NUMBER OF PEOPLE TO BE SERVED:

The number of people served is determined by the issuance of County Services Authorizations. The number of people served will fluctuate as people choose to enter or leave the contractor's service over the contract period. It is estimated that Vadis will serve between ten (10) and twenty (20) individuals per month in this program.

TARGETED OUTCOMES/GOALS:

An Individual Support Plan (including outcomes) will be developed for each client referred to the Contractor with a County Service Authorization that will be individualized and identifies the support needs of each client. Outcomes should be in accordance with the Criteria for Evaluation (<http://www.dshs.wa.gov/dda/county-best-practices>) and incorporate County Guide to Achieve Developmental Disability Administration's Guiding Values, Role of Community Inclusion, (<http://www.dshs.wa.gov/dda/county-best-practices>). The plan must be tailored to promote community integration and meet the desires of the client. The plan will be reviewed every six months, and be rewritten as needed in order to meet the client's goals for the community inclusion program. Provided services will relate to the client's individually identified goal(s) as outlined in their plan, and the semi-annual reports will demonstrate progress made on identified goals of the previous six months. Plan goals need to reflect information documented in the participant's DDA Support Intensity Scale (SIS) Cares Assessment in one or more areas of the subscales identified in Attachment D, Criteria for Evaluation, (<http://www.dshs.wa.gov/dda/county-best-practices>)

Community Inclusion services should ensure health and safety, promote positive image and relationships in the community, increase competence, and individual skill building. Services will focus on identifying client interests and developing strategies to connect people to their local communities. Service activities should provide the support needed for program clients to learn, practice, and apply life skills to develop relationships and actively engage in their communities.

Supports offered will teach clients to use the community and community resources as independently as possible, developing natural supports, fading agency staff support and promoting client independence.

Volunteer opportunities will comply with the [US Department of Labor Standards](#) and applicable state standards.

The Contractor will document:

1. Services provided will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
2. Clients are assisted to take part in typical and integrated activities, events and organizations in the client's neighborhood or local community in ways similar to others of the same age. Plans should identify community places where the client's interests, culture, talent and gifts can be contributed and shared with others with similar interests. Plan activities may include participation in a volunteer job or membership at a community organization.
3. Clients are assisted to take part in activities on an individual basis. Plans should identify clubs, associations and organizations where a client can be a member and have decision-making capacities.
4. Opportunities are fostered to build and strengthen relationships between family members and members of the local community who are not paid to be with the person.

Evidence that services are provided in adherence to the Medicaid HCBS settings requirements of 42 CFR 441.530 (a)(1) including: is integrated in and supports full access to the greater community; and ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS. Settings that isolate people from the broader community or that have the effect of isolating them from the broader community of individuals that do not receive Medicaid HCB services are presumed not to be home and community based.

A written performance plan which describes program objectives and expected outcomes shall be developed. It shall include details regarding how and when objectives will be accomplished. At a minimum, the plan shall contain performance indicators that measure client participation in volunteer or other meaningful, individualized community inclusive activities. The outcome performance measures tracked should demonstrate progress in meeting plan goals over time.

Staff has the opportunity to attend conferences and/or receive training.

BILLING:

This contract is fee-for-service. Individuals shall be billed at a rate of \$66.08 per unit, per month, from February 1, 2024 –June 30, 2025, unless a specialized rate is agreed upon by the agency, DDA Case Management and the County and the rate is documented on the County Service Authorization form. One (1) unit equals an “hour” which is at least fifty minutes of service. Partial hour to the quarter may be recorded.

Reimbursable activities are contained on the *Community Inclusion Billable Activities* document located at <http://www.dshs.wa.gov/dda/county-best-practices>.

Community Inclusion service support hours will be based on the client’s community Inclusion acuity as determined per WAC through the client’s DDA PSPC. Clients receiving service hours above their assessed level of support or activities provided outside the scope of the *Community Inclusion Billable Activities* will not be reimbursed.

Service or organizational improvement activities: With the County’s prior approval, the County may elect to provide reimbursement to the Service Provider for approved expenditures for activities designed to increase the quality of services provided to clients with a focus on professional development, client engagement, and capacity.

The Contractor may bill up to a maximum of \$4,000 in the purchase of software, hardware and/or assistive technology or activities related to diversity, equity and inclusion efforts as it pertains to the support of individuals receiving IE and/or CI program services. The Contractor will maintain receipts of purchases that will be made available for review upon request by Kitsap County staff.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2024

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 Arthur J. Gallagher Risk Management Services, LLC 777 108th Ave NE #200 Bellevue WA 98004 | CONTACT NAME: Bobby Walpole PHONE (A/C, No, Ext): 425-586-1006 E-MAIL ADDRESS: bobby_walpole@ajg.com FAX (A/C, No): 425-451-3716 |
| INSURED Vadis 1701 Elm Street Sumner WA 98390 | INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Allmerica Financial Benefit Insurance Co INSURER C: Massachusetts Bay Insurance Company INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 899772103 **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 |
|----------|---|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | ZD2A350663-11 | 8/1/2024 | 8/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp- \$500 <input checked="" type="checkbox"/> Coll- \$1,000 | | | AW2A350659-11 | 8/1/2024 | 8/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ Included \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ | | | UH2A350664-11 | 8/1/2024 | 8/1/2025 | EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ |
| C | 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 <input type="checkbox"/> | N/A | ZD2A350663-11 | 8/1/2024 | 8/1/2025 | PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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 |

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

Certificate holder is named as additional insured required by written agreement or contract per form 421-2915 06 15 but only in respects of the operations of the insured

Notice of cancellation to certificate holder applies

CERTIFICATE HOLDER

CANCELLATION

Kitsap County
c/o Dept of Human Services
614 Division St MS-23
Port Orchard WA 98366
USA

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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ADDITIONAL INSURED-HUMAN SERVICES ORGANIZATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is hereby added to SECTION II – WHO IS AN INSURED:

- A.** Each of the following is also an insured, but only while performing duties related to the conduct of your business:
1. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you, and requires you, prior to any loss, to name them as an additional insured, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises;
 2. Your Independent contractors solely while performing services for a client of the Named Insured;
 3. Your Medical Directors and Administrators;
 4. Your Home Health Providers under your direct supervision or control, but only while performing for you private home respite or foster home care for the developmentally disabled; and
 5. Your Students in Training.
- B.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":
1. Arising out of any ongoing structural alterations, new construction or demolition operations performed by or for that person or organization;
 2. Included in the "products-completed operations hazard" and arising out of any structural alterations, new construction or demolition work performed by or for that person or organization; or
 3. Arising out of his or her rendering of or failure to render professional services.
- C.** The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible) or agreement of indemnity available to the insured, whether primary, excess, contingent or on any other basis. When this insurance is excess, we have no duty to investigate or defend any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured to insure against liability arising from activities of the named insured and its employees, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.
- Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.
- D.** All other insuring agreements, exclusions, and conditions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

| | | |
|-----|---|----------|
| 1. | Additional Insured by Contract, Agreement or Permit | Included |
| 2. | Additional Insured – Primary and Non-Contributory | Included |
| 3. | Blanket Waiver of Subrogation | Included |
| 4. | Bodily Injury Redefined | Included |
| 5. | Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators | Included |
| 6. | Knowledge of Occurrence | Included |
| 7. | Liberalization Clause | Included |
| 8. | Medical Payments – Extended Reporting Period | Included |
| 9. | Newly Acquired or Formed Organizations - Covered until end of policy period | Included |
| 10. | Non-owned Watercraft | 51 ft. |
| 11. | Supplementary Payments Increased Limits | |
| | - Bail Bonds | \$2,500 |
| | - Loss of Earnings | \$1000 |
| 12. | Unintentional Failure to Disclose Hazards | Included |
| 13. | Unintentional Failure to Notify | Included |

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

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

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 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.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 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.

1.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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty Due: Wage Due:

License Number:

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|---|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|
| There are no records that match your search criteria. | | | | | | | | | |

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