

## CONTRACT AMENDMENT B

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-050-22-B and to be executed on January 1, 2024, shall be amended as follows:

1. **Section 1. Effective Date of Contract:** shall be amended as follows: The contract will become effective on January 1, 2022 and terminate on December 31, 2024. In no event will the contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
2. **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 \$208,800. 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 \$45,600 from \$163,200 to a new contract total of \$208,800.
3. **Attachment B: Statement of Work** shall be replaced in its entirety as attached.
4. **Attachment C: Budget Summary** shall be replaced in its entirety as attached.
5. 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.
6. 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 20 day December, 2023. DATED this 8 day Jan, 2024.

**CONTRACTOR**

**Vadis**

*Christopher Christian*

Chris Christian, CEO

**KITSAP COUNTY BOARD OF**

**COMMISSIONERS**

*Katherine T. Walters*

KATHERINE T. WALTERS, Chair

*Christine Rolfes*

CHRISTINE ROLFES, Commissioner

*Charlotte Garrido*

CHARLOTTE GARRIDO, Commissioner

ATTEST:

*Dana Daniels*

Dana Daniels, Clerk of the Board



Approved as to form by the Prosecuting Attorney's Office

## STATEMENT OF WORK

### SCHOOL-TO-WORK SERVICES

#### I. WORK STATEMENT

The Contractor shall provide employment services to authorized individuals with developmental disabilities in accordance with the requirements in Attachment A, Special Terms and Conditions, as applicable; this Attachment; Attachment D, Criteria for Evaluation; Attachment E, Data Security, Department of Vocational Rehabilitation Community Rehabilitation Program, (CRP) applicable contract requirements and all applicable County, State, and Federal laws. The total amount of reimbursement shall not exceed \$26,800 for the period January 1, 2022 through December 31, 2022.

#### II. PROGRAM DESCRIPTION

##### A. Goal

1. To provide job readiness, education, and employment services to help vulnerable youth and adults increase independence, self-sufficiency, and lead more meaningful and productive lives.
2. To increase collaboration between schools and the adult service systems by establishing agreements of shared responsibility during assessment, job exploration, and paid individual employment.

##### B. Objective

Increase number of individuals with disabilities who are employed before they exit school.

##### C. Eligibility

1. All participants shall be clients currently eligible to receive services through the DSHS, Developmental Disabilities Administration (DDA).
2. Students beginning services as part of Job Foundations and School to Work shall have birthdates between September 1, 2001 and August 31, 2002 and exiting a participating school district in June 2023.
3. School to Work eligible participants shall have birthdates between September 1, 2000 and August 31, 2001 and exiting a participating school district in June 2022.

## **D. Definitions**

1. School to Work Assessment means those activities related to gathering information about a participant's unique interests, skills, abilities, and support needs, which will inform Intensive Job Placement, Intensive Training Services, and other services within Individual Supported Employment to secure and maintain competitive employment as identified in the DVR School to Work (S2W) SDOP for assessment. At a minimum, these activities will include:
  - a. Discovery: intensive individualized efforts to identify a task or tasks the participant could perform at competitive levels as well as other prerequisite information necessary to ensure employment success such as assistive technology needs, environmental supports, and additional support needs that traditional assessments do not provide; or
  - b. Community Based Assessment: locating, securing, and placing a participant into a paid employment setting(s), or other realistic work setting(s), when not provided by the school district, in which the participant performs work for a specified period of time with the direct provision of needed job supports and training.
2. Intensive Job Placement.
  - a. Intensive Job Placement means locating, securing, and placing a participant into a paid, integrated job that is mutually agreed upon by the DSHS/DVR Counselor, the Contractor and the participant or their representative.
  - b. Placements less than 10 hours: Job placement goals less than 10 hours shall be approved in advance by the appropriate DVR Supervisor in consultation with the team. The team may include the Customer, the Customer's Family (if applicable), DSHS/DVR Counselor, Contractor and County. This approval shall be obtained at the time the Job Placement and Intensive training DVR School to Work (S2W) SDOP for job placement and intensive training is developed.
3. Intensive Training Services means individualized, one-on-one job skills training and support provided at the supported employment job site to enable a participant to:
  - a. Attain job stabilization in on-the-job performance, with job supports;

- b. Meet the employer's expected level of work productivity; and
  - c. Transition to Individual Supported Employment services.
4. Job Stabilization means the participant or their representative, the employer, the DSHS/DVR Counselor and the Contractor mutually agree that the participant placed has demonstrated and maintained satisfactory on-the-job performance and has the quantity and type of long-term employment supports available that are needed to maintain satisfactory on-the-job performance.
  5. Individual Supported Employment means individualized services to help the person 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, support to maintain a job, and retention services to replace a job due to upgrade, participant choice, or job loss, and record keeping.
  6. Employed means an individual working at a job, which is in the community and paid at or above the minimum wage.
  7. Employment plan means DVR School to Work (S2W) Service Delivery Outcome Plan (SDOP) for assessment and DVR School to Work (S2W) SDOP intensive job placement/intensive training services.
  8. Extended Services means on-going support services and other appropriate services needed to support youth with the most significant disability in supported employment and that are provided by a State agency, a private non-profit organization, employer or any other appropriate resource. Extended services are time limited and temporary in nature.
  9. Self-employment means an individual owns and operates a business in accordance with state-adopted, self-employment guidelines (e.g., State Division of Vocational Rehabilitation, Developmental Disabilities Administration). Any self-employment venture must include a written business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.
  10. Staff hour is defined as time spent on behalf of or with the program participant providing services such as planning, assessment, and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations

with which the participant is affiliated, job development and placement, transportation training, on the job training or other skills training for the participant or employer as necessary for successful employment, coworker training, follow-along services to secure job retention, post-employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, completing documentation of a service provided, and time spent traveling to participants' community sites.

11. The Job Foundation and the Value Based Payment Project is intended to engage students earlier in targeted employment planning and connection; increase partnerships with school staff to complete student's Job Foundation report and actionable next steps; and increase the number of students completing transition programs with a job or secondary education connection.
12. The Job Foundation report is derived from employment readiness activities performed by transition students that identifies actionable next steps for employment. Job Foundation documents include the Job Foundation report, the Job Foundation Guidelines, and the Job Foundation Quality Assurance (QA) Scoring document. Documents are available at: <https://www.dshs.wa.gov/dda/county-best-practices>
  - a. The Job Foundation report should include all information necessary for the student's DVR VRC to complete their vocational assessment.
  - b. Job Foundation process and comprehensive report may replace the need for a Community Based Assessment through School to Work.

#### **E. Program Requirements**

1. The Contractor shall interview potential participants, market services to employers and schools on behalf of individuals and provide non-client-specific job development as routine functions under this Attachment. These activities are documented through staff logs, case notes, or other similar documents.
2. For each participant, the Contractor shall provide the following functions to coordinate services:

- a. Review with participants and their families the terms of agreement to participate in the program, with an emphasis on a team approach and shared commitment to beginning paid employment prior to leaving school. Obtain appropriate signatures on the Student-Contractor Agreement form (provided by the County), submit a copy to the County, and maintain a copy in the participant's file.
  - b. Create a support team around the participant and their family, referred to hereafter as an Inter-Contractor Team (IAT) including representatives from the School District, the Contractor, DSHS/DVR, and DSHS/DDA, as well as other key individuals and agencies supporting the participant in the community. Identify the key members of the IAT and keep a list of names, contractor affiliations, and contact information in the participant's file.
3. For Students participating in Job Foundation, the Contractor shall:
  - a. Engage the student's IAT team to complete a Job Foundation Report per the Job Foundation Guidelines as outlined in Section II.D. Definitions.
  - b. Submit the completed Job Foundations Report to the County for Approval.
  - c. Upon approval, the Contractor will provide a copy of the Job Foundation Report to all members of the IAT and meet with IAT members to determine next steps toward obtaining employment, i.e. DVR S2W SDOP for Job Placement and Intensive Training, DVR S2W for Assessment.
4. For Students participating in School to Work only, the Contractor shall:
  - a. Coordinate and participate in employment service planning with the participant, and document efforts to involve all members of the IAT within two months of the start of school (except with written approval of the County).
    - i. Documentation of the date of meetings and a list of attendees shall be kept in the participant's file.
    - ii. The resulting plan shall be updated for each service defined under Section II.D., Definitions of this Attachment and establish clear expectations about the start date and nature of services to be provided by the Contractor and other members of the IAT,

including the frequency and mode of communication between the Contractor and other members of the IAT.

- iii. The participant and/or his/her representative shall sign the plan. A copy of this plan shall be kept in the participant's file and distributed to all members of the IAT, including County staff.
  - b. If an assessment, as described in Section II.D., Definitions of this Attachment, is required in a participant's employment plan, ensure completion of assessment and a written report summarizing the findings of the assessment, within three months of the start of service (except with written approval from the County). Keep a copy of the assessment report in the participant's file and provide copy to the student's DVR VRC.
    - i. The Contractor shall conduct all assessment activities in integrated, community-based work settings.
    - ii. The Contractor shall report to all members of the IAT on the outcome of the assessment and, with the input of the Team, determine the next steps toward obtaining employment.
5. **Providing Job Placement, Intensive Training, and other School to Work services, the Contractor shall:**
- a. The Contractor shall provide Intensive Job Placement, Intensive Training Services, and/or other Individual Supported Employment services as defined under Section II.D., Definitions of this Attachment.
  - b. Make at least one face-to-face contact per month per individual for whom they have assigned responsibility. Any exception to this requirement shall have written approval from the County. A record of this shall be kept in each participant's file.
  - c. Report to all members of the IAT regarding progress on the employment plan on a monthly basis. Documentation of monthly communication shall be kept in the participant's file.
  - d. For participants who obtain employment, the Contractor shall inform the County and DSHS/DVR Counselor within 10 days of job placement or hire date of a new job.



- e. The Contractor shall provide the County and DSHS/DVR Counselor with the following information:
  - (i) Name of the Employer
  - (ii) Job Title
  - (iii) Hourly Wage
  - (iv) Number of Hours Worked per Week
  - (v) Fringe Benefits provided
- f. Documentation of these activities shall be kept in the participant's file.
- g. The Contractor shall document with a copy of a pay stub or similar proof of employment of participants, including any employment benefits, the first full month of employment for which the Contractor is reporting for the participant.
- h. When **Intensive Training Services** are completed, the Contractor shall provide the County and DSHS/DVR Counselor with the following information:
  - i. Date the participant was considered to be stable in their job performance
  - ii. Any changes in their job, i.e. wages, number of hours worked, etc.
  - iii. A copy of DVR's Job Stabilization form, Attachment E.
- i. Notify all participants, their families and/or guardians, and other appropriate individuals or organizations of the obligation to identify all sources of funding appropriate and available to individuals to pay for the cost of services. Proof of notification shall be kept in the participant's file.
- j. The Contractor shall communicate with the DSHS/DVR, DSHS/DDA, and County staff with respect to funding for continued services and the transfer to adult programs after the participant has exited school. Documentation of this communication shall be kept in the participant's file.

- k. If a participant loses their employment for whatever reason, the Contractor shall notify, in writing, the individual and/or their representative of the availability of replacement services as specified in the Contractor's contract with the County. The Contractor shall maintain on file a written replacement plan, signed by the individual and/or their designee. If the individual does not desire replacement services or wishes to be referred to other agencies for services, this shall be noted and acknowledged by the participant.
  - l. Document the discontinuance of services to a participant and provide a copy of this to the participant and the County, while keeping a copy in the participant's file. If the participant cannot be reached, then the Contractor shall demonstrate they have attempted to reach the client (for example: a registered letter receipt) and send a copy of the notification to the County.
  - m. If it appears that a participant will not obtain employment by the end of the school year, the Contractor shall facilitate a meeting with the IAT, including the DSHS/DDA Case Resource Manager (CRM), and begin to identify other services or resources, which may be appropriate as part of planning for the participant's life and services after school. Documentation of this notification shall be kept in the participant's file.
- 6. The Contractor will arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA).
  - 7. The Contractor will provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for customers who have Limited English Proficiency (LEP) as per the Civil Rights acts of 1964.

**F. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit to the County a copy of the signed Student-Contractor Agreement form, as a written request for authorization of payment on behalf of participants.

- A. Billing Invoice Package

1. The monthly billing report shall serve as documentation for the Contractor's invoice to the County for services rendered.
2. The County, at its option, may withhold reimbursement for any month in which the required reports have not been received, are incomplete, or inaccurate.

B. Method of Payment for Job Foundation

1. The Contractor shall be reimbursed a maximum of \$2,400 for each student's completed Job Foundation report that receives a satisfactory or above rating from the County.
2. The Contractor can bill \$1200 per student upon commencement of Job Foundation services and activities. The County may require this amount to be reimbursed, if the Contractor is unable to satisfactorily complete a Job Foundation report as determined by the County.
3. The Contractor may receive a partial payment for an incomplete Job Foundation report on a case by case basis as determined by the County.

C. Method of Payment for School to Work

1. The Contractor shall be reimbursed for meeting minimum requirements, at \$500 per month, for each individual served according to the following conditions.
  - a. The Contractor shall make at least one face-to-face contact per month per individual for whom they have assigned responsibility.
  - b. The Contractor shall provide services according to the employment plan and provide a monthly summary of services. The report is due by the 10<sup>th</sup> of the following month in which services were provided.
  - c. In the event that the Contractor cannot meet the above stated minimum requirements within a month, but wishes to bill for monthly services, the Contractor must submit a written request documenting the delivery of comparable services. This written request must be submitted with the billing invoice package and shall be approved or denied at the County's discretion.

2. If other funds become available to pay for services covered in this Attachment during the course of delivery of service, such as extended services, the County must be notified and payments or payment schedules may be modified, as appropriate.
3. The Contractor may receive a one-time additional payment of \$4,000 per person when the participant has reached job stabilization as defined under Section II.D., Definitions of this Attachment for project participants who are participating in an outcome-based contract with the County.

### **III. REPORTING REQUIREMENTS**

- A. The Contractor shall submit an individual summary of the services delivered and progress made toward the employment goals for each participant enrolled at the completion of each month. The Contractor shall submit these summaries to County staff and shall distribute a copy to the appropriate DSHS/DVR Counselor, IAT team members and DSHS/DDA CRM if applicable. The monthly summary reports shall continue 90 days beyond Customer job stabilization or until DVR case closure.
- B. The Contractor's monthly summary as specified in the Job Foundation/School-to-Work Billing and Data Reporting Instructions provided by the County shall, if applicable, answer the individual elements specified on the DSHS/DVR Service Delivery Outcome Plans.
- C. The Contractor shall document each required column of information as applicable for all participants on the monthly billing report as outlined in the Job Foundation/School-to-Work Billing and Data Reporting Instructions provided by the County.
- D. The Contractor shall report all DSHS/DDA eligible persons they are serving on the monthly billing report that are participating in Job Foundation and School to Work. In the event the Contractor is not claiming reimbursement, the Contractor shall enter the appropriate "non-reimbursable funding code" and enter a zero in the units received and unit reimbursement columns of the billing form. The County, during routine monitoring, may audit this data to ensure accuracy of reporting and appropriateness of coding.

### **IV. MEETING REQUIREMENTS**

- A. The Contractor will meet annually with the County, DSHS/DVR, and DDA representatives to discuss the program's process and encourage methods to improve effectiveness of services.

**ATTACHMENT C: BUDGET SUMMARY**

**BUDGET SUMMARY**

Contractor: Vadis  
Contract No: KC-050-22-B  
Activity: Job Foundation and School to Work  
Time Period: January 1, 2022 – December 31, 2024

Revenue Source	Budget Period	Previous Budget	Changes this Contract	Current Budget
Kitsap County Real & Personal Property Tax Pursuant to R.C.W. 71.20.110	1/1/22-12/31/24	\$163,200	\$45,600	\$208,800
Revenues (County Billed)				\$208,800



## 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 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.




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