

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 Holly Ridge Center, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract KC-049-22-A and to be executed on December 1, 2022, 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, 2023. 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 \$51,600. 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 \$24,800 from \$26,800 to a new contract total of \$51,600.
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:

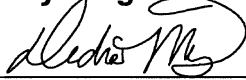
Kelly Oneal, Developmental Disabilities Coordinator Kitsap County Department of Human Services
614 Division Street, MS-23 Port Orchard, WA 98366.

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 29th day November, 2022. DATED this 7th day December, 2022.

CONTRACTOR
Holly Ridge Center



Dedra Miller, CEO

KITSAP COUNTY, WASHINGTON



Karen Goon, County Administrator

Approved as to form by the Prosecuting Attorney's Office

Attachment B: STATEMENT OF WORK

JOB FOUNDATION AND 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 \$ 51,600 for the period January 1, 2022 through December 31, 2023.

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, 2002 and August 31, 2003 and exiting a participating school district in June 2024.
3. 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.

4. 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 F.
- 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 15th 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.

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: Holly Ridge
Contract No: KC-049-22-A
Activity: Job Foundation and School to Work
Time Period: January 1, 2022 – December 31, 2023

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	1/1/22-12/31/23	\$26,800	\$24,800	\$51,600
Revenues (County Billed)				\$51,600.00

Client#: 67189

HOLLRIDG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/02/2022

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.

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.

PRODUCER: Propel Insurance, 1201 Pacific Avenue; Suite 1000, COM Middle Market, Tacoma, WA 98402-4321. CONTACT NAME: Nicole Anderson, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL: nicole.anderson@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Riverport Insurance, NAIC #: 36684.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Abuse/Molestation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Verification of insurance. Additional Insured Status applies per attached form(s).

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Kitsap County Risk MGMT, Attn: Kelly Oneal, 614 Division Street MS-7, 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: Mitchell R. [Signature]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

A. BROADENED BODILY INJURY

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- d. Oral, written, televised, videotaped, or electronic 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 electronic publication of material that violates a person’s right of privacy;
- f. Misappropriation of advertising ideas or style of doing business;
- g. Infringement of copyright, title, or slogan; or
- h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic 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

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with 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.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage 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.

3. Paragraph 4. Other Insurance of Section IV - Commercial General Liability Conditions is amended as follows:

Paragraph b.(1)(a)(ii) is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under Section V - Definitions is deleted and replaced with the following:

a. 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 or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of Section III - Limits Of Insurance.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE A (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph 2. of Section III - Limits Of Insurance:

The Medical Expense Limit shall be the greater of:

a. \$20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of Section III - Limits Of Insurance.

3. This above Medical Expense Limit does not apply if Coverage C - Medical Payments is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. under Supplementary Payments - Coverages A and B are deleted and replaced with the following:

b. Up to \$1,000 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.

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 \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph 3.a under Section II - Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion 2.g. under Coverage A - Bodily Injury and Property Damage Liability is deleted and replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (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;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V - Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g.(6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments**.

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
 - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;but only if the written or oral agreement is an "insured contract";
 - (a) Currently in effect or to become effective during the term of this policy; and
 - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
 - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. Additional Insured - Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
 - (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an 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 them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS 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:

[Download all debarment data](#)

Show per page Showing 0 records First Previous Next Last

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

Show per page Showing 0 records First Previous Next Last