

KITSAP COUNTY HUMAN SERVICES

Developmental Disabilities

Contract Number: KC-319-26

Contractor: Peninsula Services

Amount: Fee For Service Not to exceed \$50,000.00

Contract Term: July 1, 2026 – September 30, 2026

Purpose: To provide individual supported employment services to approximately fifteen (15) individuals with developmental disabilities within Kitsap County.

This contract is made between Peninsula Services and the Kitsap County Department of Human Services.

CONTRACT NO. KC-319-26
Professional Service Contract

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and Peninsula Services, a Washington state non-profit corporation having its principal offices at 7500 Werner Road, Bremerton, WA 98312 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1 The Contract will become effective July 1, 2026 and terminate September 30, 2026, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

- 2.1. Statement of Work. The Contractor shall provide all "Services" identified in Attachment B: (Statement of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. "Contract" means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments, Kitsap County Face Sheet, Attachment A: Special Terms & Conditions, Attachment B: Statement of Work, Attachment C: Compensation, Attachment D: Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Attachment E: Certification Regarding Lobbying, Attachment F: Confidentiality and Data Security, Attachment G: Contractor Signature Authorization Form. All such documents are incorporated herein in full by this reference.
- 2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.
- 2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the parties.
- 2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$50,000.00. A description of the compensation is provided in Attachment C: Compensation, which is incorporated herein by reference.
- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. ~~The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and~~

settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- ☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - ☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
 - ☒ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

- 6.5. **Umbrella or Excess Liability.** The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 6.6. **Workers' Compensation and Employer Liability.** If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. **Primary, Non-Contributory Insurance/Subcontractors.** The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.8. **Review of Policy Provisions.** Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.9. **Waiver of Subrogation.** In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.10. **Additional Insured, Endorsement and Certificate of Insurance.** All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: Heidi Scheibner
Title: Developmental Disabilities Coordinator
Address: 614 Division St., MS-23, Port Orchard WA 98336
Phone: 360-337-4624
Email: Hscheibner@kitsap.gov

Contractor's Contract Representative

Name: Chris Tibbs
Title: CEO
Address: 7500 Werner Road, Bremerton, WA 98312
Phone: 360-373-1446
Email: ctibbs@peninsulaservices.org

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the

Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor

fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.

- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.
- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.

- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

Does Not Apply

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to

the extent of the conflict or modified to conform to statutory requirements.

- 14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 14.7. Counterparts/Electronic Signatures. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 14.8. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.9. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.10. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this 10 day of August, 2026

Dated this 11 day of August, 2026

PENINSULA SERVICES

KITSAP COUNTY, WASHINGTON

Signature

DOUG WASHBURN, Human Services Director

Print Name

Title

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:

(Fill in)

Subrecipient's unique entity identifier: N/A

Federal Award Identification Number (FAIN): N/A

Federal Revenue Award Date: N/A

Subaward Period of Performance Start and End Date: N/A

☐ Check to verify the information is in contract:

☐ Subrecipient's name (must match the name associated with its unique entity identifier):

☐ Federal award identification:

☐ Subaward Budget Period Start and End Date:

☐ Amount of Federal Funds Obligated in the subaward:

☐ Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☐ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☐ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☐ Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☐ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☐ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with 8 200.414):

ATTACHMENT A: SPECIAL TERMS & CONDITIONS

- 1. Program Definitions.** Many terms used throughout this Agreement are defined in Title 388 Washington Administrative Code (WAC), as subsequently amended, and have the meanings indicated in that Title. Additionally, the following terms shall have the following definitions:
- 1.1. **“Acuity Level”** means the level of a Client’s abilities and needs as determined through the DDA assessment.
 - 1.2. **“Agreement”** means the Statement of Work, all Exhibits, and other documents that are attached to and incorporated by reference to the Agreement.
 - 1.3. **“Child Development Services” or “CDS”** means birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child’s development. Services may include: assistive technology, audiology, family training/home visits, health services, medical services, nursing services, nutrition services, occupational therapy, physical therapy, psychological services, sign language, social work, special instruction, speech-language pathology, vision, and transportation. Services are provided in natural environments to the maximum extent appropriate.
 - 1.4. **“Client”** means any individual applying for or receiving services under this Agreement.
 - 1.5. **“CFR” or “Code of Federal Regulations”** means the codified general and permanent rules published in the Federal Register by the departments and agencies of the United States. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>
 - 1.6. **“Community Inclusion” or “CI”** means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment) for working age individuals who have received nine (9) months of employment support.
 - 1.7. **“Community Rehabilitation Program” or “CRP”** means a Contractor which provides vocational rehabilitation service to individuals with disabilities to enable those individuals to maximize their opportunities for employment.
 - 1.8. **“Competitive Integrated Employment”** means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets Home and—Community-Based Setting (HCBS) requirements under 42 CFR § 441.530(a)(1). The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

- 1.9. **"Confidential Information"** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential information includes, but is not limited to, personal information.
- 1.10. **"Consumer Support"** refers to direct Client service types as follow: "Community Inclusion" or "CI", "Child Development Services" or "CDS", "Individual Support Employment" or "IE".
- 1.11. **"Contract"** means the Statement of Work, all Exhibits, and other documents that are attached to and incorporated by reference to the Agreement.
- 1.12. **"Contract Budget"** means the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.
- 1.13. **"Contractor"** means a qualified Client service vendor who is contracted to provide Employment and Day Program services.
- 1.14. **"DDA Case Resource Manager" or "CRM"** means a case manager for DDA Clients.
- 1.15. **"County"** means Kitsap County, through the Kitsap County Human Services Department.
- 1.16. **"County Service Authorization" or "CSA"** means an authorization for county services.
- 1.17. **"Debarment"** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 1.18. **"Department of Social and Health Services" or "DSHS"** means the Department of Social and Health Services of the State of Washington.
- 1.19. **"Developmental Disabilities" or "DD"** means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.
- 1.20. **"Developmental Disabilities Administration" or "DDA"** means a division within the Department of Social and Health Services.
- 1.21. **"Division of Vocational Rehabilitation" or "DVR"** means Department of Social and Health Services, Division of Vocational Rehabilitation.
- 1.22. **"DVR Counselor"** means the Vocational Rehabilitation Counselor(s) assigned to the School-to-Work student through the DVR eligibility process.
- 1.23. **"Employment Outcome Payment"** means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual Employment, and student obtains a competitive integrated job within specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be included in the payment.
- 1.24. **"Extended Services"** means ongoing support services and other appropriate services provided to support a Student with a most significant disability in employment as a means to bridge employment support between stabilization and long-term services.

- 1.25. **“Habilitation Plan Administrator” or “HPA”** means the individual responsible for administering the establishment, implementation and evaluation of Individual Habilitation Plans (IHP) and directing the activities of an Interdisciplinary Team (IDT) of a Residential Habilitation Center (RHC).
- 1.26. **“HIPAA”** means the “Health Insurance Portability and Accountability Act” of 1996, as amended, codified under Public Law 104-191 and 45 CFR Part 160, Part 162, and Part 164, and is the federal law that protects the privacy of an individual’s health information.
- 1.27. **“Individual Habilitation Plan” or “IHP”** means a comprehensive plan developed by a Client’s Interdisciplinary Team (IDT) that includes a detailed description of the Client’s needs, supports, and preferences to aid in the Client’s transition to a less-restrictive environment.
- 1.28. **“Infrastructure Projects”** means projects in support of Clients (services not easily tracked back to a specific working age client) or that directly benefit a Client(s) but the Client is not working age. Examples include planning services like benefits planning and generic job development e.g. “Project Search”.
- 1.29. **“Individual Plan for Employment” or “IPE”** means a DVR form that documents important decisions about vocational rehabilitation services for a Student as defined in WAC 388-891-1115. The decisions documented on the IPE include, but are not limited to:
- 1.29.1. The employment outcome the Student plans to achieve;
 - 1.29.2. Each major step needed to accomplish the employment outcome;
 - 1.29.3. The Student’s responsibilities in accomplishing each step of the plan;
 - 1.29.4. DVR’s responsibilities in assisting the Student to accomplish each step of the plan;
 - 1.29.5. Vocational Rehabilitation (VR) services needed to complete each step; and
 - 1.29.6. Terms and conditions the Student and the DVR Counselor agree are required for continued support from DVR.
- 1.30. **“Individual Supported Employment” or “IE”** means services that are a part of a Client’s pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping, and support to maintain a job.
- 1.31. **“Individualized Education Program” or “IEP”** means a written statement of an educational program for a student eligible for special education services that is developed, reviewed, and revised in accordance with Chapter 392-172A WAC.
- 1.32. **“Individualized Technical Assistance” or “ITA”** means services that are a part of a Client’s pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

- 1.33. **“Intensive Training Services”** means individualized, one-on-one job skills training and support provided at the supported employment job site to enable a Student to:
- 1.33.1. Attain job stabilization;
 - 1.33.2. Meet the employer’s expected level of work productivity; and
 - 1.33.3. Transition to long-term Extended Services provided by an entity other than DVR.
- 1.34. **“Interdisciplinary Team”** or **“IDT”** means a group of people who collaborate to develop a Client’s Individual Habilitation Plan (IHP) or individual plan of care in accordance with RHC Standard Operating Procedures.
- 1.35. **“Job Foundation Report”** means a document derived from employment readiness activities performed by Students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment Contractors developing the Job Foundation report will be supporting Students with employment activities on average 35 hours.
- 1.36. **“Job Placement”** means locating, securing, and placing a Student into competitive integrated employment that is mutually agreed upon by the DVR Counselor, the Contractor, and the Student or the Student’s Team.
- 1.37. **“Job Stabilization”** means the DVR Student, the employer, the DVR Counselor, and the Contractor mutually agree that a Student placed in a Supported Employment position has demonstrated and maintained satisfactory on-the-job performance and has the quantity and type of long-term employment supports available from DVR extended services or other long-term support providers that are needed to maintain satisfactory on-the-job performance.
- 1.38. **“Living Wage”** means the amount needed to enable a Client to meet or exceed their living expenses.
- 1.39. **“Long-Term Services”** means ongoing support services provided by an entity other than DVR after the Student attains employment and exits DVR School-to-Work services.
- 1.40. **“Medicaid Home and Community Based Services”** or **“HCBS”** means services that occur in a Client’s home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.
- 1.41. **“Monthly Reports”** means progress reports that are to be filled out on a monthly basis and shared with the Student’s Team to demonstrate progress towards employment and summarize monthly work being done on behalf of the Student.
- 1.42. **“Partnership Projects”** means collaborative partnership with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn 21.
- 1.43. **“Person Centered Service Plan”** or **“PCSP”** means a document that authorizes and identifies the DDA paid services to meet a Client’s assessed needs.
- 1.44. **“Preadmission Screening and Resident Review”** or **“PASRR”** means individuals with intellectual disabilities or related conditions who have been referred for nursing facility care.

- 1.45. **“Program Income”** means any gross income earned by the Contractor or a Subcontractor from contract supported activities. Revenue received from DSHS, either directly or through the County, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.
- 1.46. **“Quality Assurance” or “QA”** means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines, and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
- 1.47. **“Quality Improvement” or “QI”** means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality, and practice.
- 1.48. **“RCW” or “Revised Code of Washington”** means the compilation of all permanent statutes now in force. It is a collection of Session Laws (enacted by the Legislature, and signed by the Governor, or enacted via the initiative process), arranged by topic, with amendments added and repealed laws removed. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>
- 1.49. **“Residential Habilitation Center” or “RHC”** means a state-operated facility that provides services to persons with developmental disabilities under RCW 71A.20.020.
- 1.50. **“School-to-Work” or “STW”** means a seamless transition for students with intellectual/developmental disabilities from school to adulthood through employment services and connecting students to the necessary resources for success.
- 1.51. **“School-to-Work Assessment”** means:
- 1.51.1. Identify a Student’s unique work interests, abilities, and any competitive employment barriers related to communication, mobility, work skills, work tolerance, self-direction (cognition and learning), and interpersonal attitudes, skills, behavior, or self-care, etc.; and
 - 1.51.2. Identify the nature and extent of support(s) and accommodations needed for the Student to obtain and maintain competitive integrated employment.
- 1.52. **“Self-Employment”** means earning income directly from one’s own business, trade, or profession rather than as a specified salary or wages from an employer. The purpose of a for-profit business is to engage in the trade of goods, services, or both, to consumers to earn a profit and increase the wealth of the owner(s).
- 1.53. **“Service Delivery Outcome Plan” or “SDOP”** means a written plan jointly developed by the Student, DVR, DVR Counselor, and CRP representative for obtaining School-to-Work services. The details of the agreement are tailored to the unique needs of the Student and documented.
- 1.54. **“Student Guide”** means a guide designed for a Student and/or parent(s)/guardians to house School to-Work related documentation, information, assessments, activity logs, and notes. This guide is a Student’s ‘roadmap’ to ensure key activities and milestones are completed and organized.

- 1.55. **“Service Unit”** means direct Client service times as follows:
- 1.55.1. One (1) hour = at least fifty (50) minutes;
 - 1.55.2. A day = at least four (4) hours; and
 - 1.55.3. A month = a minimum of one (1) service visit with fifty (50) minutes direct service.
- 1.56. **“Start-up Projects”** means projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
- 1.57. **“Student”** means a student with an intellectual/developmental disability age 20 to 21 who is in their final year of their high school transition program.
- 1.58. **“Student’s Team”** means any combination of people, including, but not limited to; educators, CRPs, the Student’s Legal Representative or Guardian, County Staff, DVR Counselor(s) who support a Student as they move towards Job Placement and Job Stabilization.
- 1.59. **“Subcontract”** means any agreement between the Contractor and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of supplies or support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.
- 1.60. **“Subcontractor”** means any person, partnership, company, or other entity that is not in the employment of or owned by the Contractor and that is performing services under this Contract with or on behalf of the Contractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.
- 1.61. **“Subrecipient”** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program; but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- 1.62. **“USC” or “United States Code”** means the codification by subject matter of the general and permanent statutes of the United States and does not include regulations issued by executive branch agencies, decisions of the federal courts, treaties, or laws enacted by state or local governments. All references in this Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- 1.63. **“Vendor”** means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program.
- 1.64. **“Volunteer”** means performing work at a not-for-profit, governmental, or other U.S. Department of Labor allowable entity, with the intent of developing work experience and skills. The Client does not receive monetary or other reimbursement for work performed.
- 1.65. **“WAC” or “Washington Administrative Code”** means the codified regulations of executive branch agencies issued by authority of statutes. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

- 2. Home and Community-Based Waiver Services Assignment of Medicaid Billing Rights.** By signature of this Agreement, the Contractor agrees to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Agreement. A copy of this Agreement shall be made available to DSHS on request.

ATTACHMENT B: STATEMENT OF WORK

Peninsula Services hereinafter referred to as the “Contractor” has been awarded an Agreement by Kitsap County, hereinafter referred to as the “County”. The Contractor shall implement the Agreement requirements set forth below.

1. BACKGROUND AND PURPOSE

- 1.1. **Purpose.** The purpose of this Agreement is to provide Employment and Day Program services to eligible adults residing in Kitsap County. Service eligibility is determined by the Washington State Developmental Disabilities Administration (DDA).
- 1.2. **Authorities and Standards.** The full text for each of the authorities and standards that must be followed for implementation of Employment and Day Program services include but are not limited to the following, including any successors:
 - 1.2.1. Revised Code of Washington (RCW) – <https://apps.leg.wa.gov/rcw/>
 - 1.2.1.1. Chapter 49.17 RCW – Washington Industrial Safety and Health Act
 - 1.2.1.2. Title 71A RCW – Developmental Disabilities
 - 1.2.1.3. Chapter 74.15 RCW – Care of Children, Expectant Mothers, Persons with Developmental Disabilities
 - 1.2.1.4. Chapter 74.34 RCW – Abuse of Vulnerable Adults
 - 1.2.2. Washington Administrative Code (WAC) – <https://apps.leg.wa.gov/wac/>
 - 1.2.2.1. Chapter 296-24 WAC – General Safety and Health Standards
 - 1.2.2.2. Chapter 296-62 WAC – General Occupational Health Standards
 - 1.2.2.3. Chapter 388-06 WAC – Background Checks
 - 1.2.2.4. Chapter 388-823 WAC – Developmental Disabilities Administration Intake and Eligibility Determination
 - 1.2.2.5. Chapter 388-825 WAC – Developmental Disabilities Administration Service Rules
 - 1.2.2.6. Chapter 388-828 WAC – Developmental Disabilities Administration Assessment
 - 1.2.2.7. Chapter 388-831 WAC – Community Protection Program
 - 1.2.2.8. Chapter 388-845 WAC – Developmental Disabilities Administration Home and Community-Based Services-Waivers
 - 1.2.2.9. Chapter 388-850 WAC – County Plan for Developmental Disabilities
 - 1.2.2.10. Chapter 388-891A WAC – Vocational Rehabilitation Services for Individuals with Disabilities
 - 1.2.3. Developmental Disabilities Administration (DDA) Policies – <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

- 1.2.3.1. Policy 4.11 – County Services for Working Age Adults
- 1.2.3.2. Policy 5.01 – Background Check Authorizations
- 1.2.3.3. Policy 5.02 – Necessary Supplemental Accommodation
- 1.2.3.4. Policy 5.05 – Limited English Proficient (LEP) Clients
- 1.2.3.5. Policy 5.06 – Client Rights
- 1.2.3.6. Policy 5.14 – Positive Behavior Support Principles
- 1.2.3.7. Policy 5.15 – Restrictive Procedures: Community
- 1.2.3.8. Policy 5.17 – Physical Intervention Techniques
- 1.2.3.9. Policy 5.23 – Functional Assessments and Positive Behavior Support Plans: Employment and Day Program Services
- 1.2.3.10. Policy 6.08 – Incident Management and Reporting Requirements for County and County-Contracted Providers
- 1.2.3.11. Policy 6.13 – Provider Qualifications for Employment and Day Program Services
- 1.2.3.12. Policy 15.03 – Community Protection Standards for Employment and Day Program Services
- 1.2.3.13. Policy 15.05 – Community Protection Program Exit Criteria
- 1.2.4. DDA Guiding Values –
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>
- 1.2.5. DDA County Best Practices – <https://www.dshs.wa.gov/dda/county-best-practices>
 - 1.2.5.1. DDA Criteria for Evaluation
 - 1.2.5.2. County Guide to Achieve DDA Guiding Values
 - 1.2.5.3. DDA Guidelines for Community-Based Assessments within Employment Services
 - 1.2.5.4. DVR-DDA Memorandum of Understanding (MOU)
 - 1.2.5.5. Employment Activities – Strategies and Progress / Outcome Measures
 - 1.2.5.6. Individual Employment Billable Activities
 - 1.2.5.7. Community Inclusion Billable Activities
 - 1.2.5.8. Community Inclusion Frequently Asked Questions
 - 1.2.5.9. DDA Self-Employment Guidelines
 - 1.2.5.10. DDA Job Foundation Report
 - 1.2.5.11. DDA Job Foundation Guidelines

- 1.2.6. Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement – <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>
- 1.2.7. Developmental Disabilities Assistance and Bill of Rights Act (42 USC Chapter 144) – <https://www.govinfo.gov/app/details/USCODE-2023-title42/USCODE-2023-title42-chap144>
- 1.2.8. Title 42 Code of Federal Regulations (CFR) § 441.530 Home and Community-Based Setting – <https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-441>

2. CONTRACTOR RESPONSIBILITIES

2.1. Authorized Services

- 2.1.1. Subject to the availability of funding, the Contractor is authorized to provide the following services to eligible Clients of DDA:
 - 2.1.1.1. Individual Employment.
- 2.1.2. If applicable, such services shall be provided in accordance with each Client's authorized Medicaid Waiver.
- 2.1.3. Direct Client services provided without a current County Service Authorization (CSA) are not payable under this Agreement.
- 2.1.4. The Client's DDA Person Centered Service Plan (PCSP) is the driver for service. Service changes will not occur until the Client has received proper notification from DDA and the Client's service authorization has been updated.

2.2. Staff Training and Background Checks

- 2.2.1. The Contractor shall ensure compliance with all required training elements.
- 2.2.2. The Contractor shall demonstrate understanding of supported employment and community inclusion best practices and the ability to train direct support staff on best practices including the following:
 - 2.2.2.1. Employment:
 - 2.2.2.1.1. Developing, obtaining, and maintaining community-based employment options that offer minimum wage compensation or greater;
 - 2.2.2.1.2. Conducting discovery assessments;
 - 2.2.2.1.3. Assisting Clients with goal and career planning;
 - 2.2.2.1.4. Marketing to employers;
 - 2.2.2.1.5. Assisting Clients with job preparation;
 - 2.2.2.1.6. Developing jobs;
 - 2.2.2.1.7. Completing workplace and job analysis;

2.2.2.1.8. Job coaching, which may include task design and training, support strategies, and developing natural support; and

2.2.2.1.9. Documenting goals and writing reports.

2.2.3. For each employee, subcontractor, or volunteer working under the terms of this Agreement, the Contractor shall retain written and dated evidence that each person has completed the following, as applicable, in accordance with the provisions of DDA Policy 6.13 (Provider Qualifications for Employment and Day Program Services):

2.2.3.1. Training regarding each of the policies and topics referenced within DDA Policy 6.13. Initial training shall be completed with the timeframes identified in DDA Policy 6.13 and annually thereafter.

2.2.3.2. First Aid, Cardiopulmonary Resuscitation (CPR), and Bloodborne Pathogens training. Credentials shall be current and renewed prior to expiration.

2.2.4. The Contractor shall develop and implement a County-approved training plan which addresses all skills and competencies outlined in DDA Policy 6.13 and supports staff to implement best practices. This plan shall address initial training needs when onboarding staff and ongoing training, including required trainings and training related to best practices. The plan shall ensure that as DDA and County policies, practices, or procedures are modified, these changes are communicated to all employees, subcontractors, and volunteers. The Contractor shall retain written and dated evidence that each person has received the updated information and/or additional training, as necessary.

2.2.5. A background/criminal history clearance is required every three (3) years for all employees, subcontractors, or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830 through 43.43.845, RCW 74.15.030, Chapter 388-06 WAC, and DDA Policy 5.01.

2.2.5.1. If the Contractor receives notice that the applicant, employee, subcontractor, or volunteer has a conviction for an offense that would disqualify that person from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, and the Contractor elects to hire or retain the individual, then the County and DDA shall deny payment for any subsequent services rendered by the disqualified individual.

2.2.5.2. The DSHS Background Check System (BCS) must be utilized to obtain background clearance.

2.2.5.3. The Contractor shall retain background/criminal history clearances consistent with the record retention requirements of this Agreement.

2.3. Organizational Design

2.3.1. The Contractor must document:

2.3.1.1. The date policies are implemented or date they are revised.

- 2.3.1.2. That it is able to account for and manage public funds in compliance with Generally Accepted Accounting Principles "GAAP" and provide financial statements within nine months subsequent to the close of the subcontractor's fiscal year. An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements.
- 2.3.1.3. An administrative/organizational structure that clearly defines responsibilities.
- 2.3.1.4. Evidence that it assures equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively in accordance with DDA Policy 5.05.

2.4. Allegations of Abuse and Neglect and Injuries of Unknown Origin

- 2.4.1. The Contractor is required to notify the County no later than the next business day if the Contractor has been notified, in writing or otherwise, by Adult Protective Services (APS) that the Contractor's organization or a Contractor's employee, subcontractor, or volunteer is the subject of an APS investigation.
- 2.4.2. The Contractor is deemed a mandatory reporter of abuse and neglect involving vulnerable adults, in accordance with Chapter 74.34 RCW, and children, in accordance with Chapter 26.44 RCW, and must comply with reporting requirements described in RCW 74.34.035 and RCW 26.44.030.
- 2.4.3. If the County is notified by DSHS that an employee, subcontractor, or volunteer is cited or on the registry for a substantiated finding, then that person will be prohibited from providing services under this Agreement.
- 2.4.4. Every instance of observed, reported, or suspected abandonment, abuse, exploitation, financial exploitation, neglect, or mistreatment of Clients, injuries of unknown origin, and all other requirements outlined in DDA Policy 6.08 must be reported. The Contractor's employees, subcontractors, and volunteers shall follow the notification requirements and timelines outlined in DDA Policy 6.08, and ensure the written report is provided to the County at the same time as other required recipients.
- 2.4.5. The Contractor shall monitor incident reports for patterns including type and frequency of incidents, staff involved, environment and/or other contributing factors. Documentation of such patterns shall include the Clients' names, type of incidents reported, staff involved in each incident, and any other contributing factors related to each incident.
- 2.4.6. Upon hire and the annually thereafter, the Contractor must have each administrator, owner, operator, employee, contractor, and volunteer read and sign the form DSHS 10-403 – Employment and Day Program Services Providers: Mandatory Reporting of Abuse, Improper Use of Restraint, Neglect, Personal or Financial Exploitation, Abandonment of a Child or Vulnerable Adult.

- 2.4.6.1. A witness who is employed by the Contractor must sign the form.
- 2.4.6.2. The Contractor must maintain the signed forms.
- 2.4.6.3. The Contractor's policy and procedures manual must also include a blank copy of the form.
- 2.4.7. The County reserves the right to require additional information, and/or reporting to other entities, as necessary.

2.5. Integrated Settings Requirements

- 2.5.1. Employment and day services must adhere to the Home and Community-Based Setting (HCBS) requirements under 42 CFR § 441.530(a)(1), including:
 - 2.5.1.1. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - 2.5.1.2. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - 2.5.1.3. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - 2.5.1.4. The setting facilitates individual choice regarding services and supports, and who provides them.
- 2.5.2. The Contractor shall identify settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS. These settings are presumed not to be home and community-based.

2.6. Client File Requirements

- 2.6.1. The following information shall be included in the Client's file:
 - 2.6.1.1. Signed Employment and/or Community Inclusion (CI) plan that identifies Client goals.
 - 2.6.1.1.1. Plans will contain minimum elements outlined in the Criteria for Evaluation.
 - 2.6.1.1.2. Plans will be created by the Contractor in collaboration with the Client, the Client's family/support team, and the Client's DDA Case Resource Manager (CRM).
 - 2.6.1.1.3. A copy of the Client's individualized plan will be provided to the Client, the Client's CRM, and, if applicable, the Client's guardian. The plan shall also be provided to others, as directed by the Client or the Client's guardian, if applicable.
 - 2.6.1.2. Copy of the current annual DDA Assessment, Service Summary, and Employment Summary or Preadmission Screening and Resident Review (PASRR) Level II Assessment or Individual Habilitation Plan (IHP) if applicable, or clear evidence that the Contractor has requested this

documentation from the appropriate DDA Case Manager.

- 2.6.1.3. Six-month progress reports describing the progress made towards achieving the Client's individualized goals. Progress reports will include:
 - 2.6.1.3.1. A summary of service activities and outcomes of those activities, including progress made toward the Client's individualized goals;
 - 2.6.1.3.2. Evidence that a copy of the progress report is provided to the Client, to the Client's CRM, and, if applicable, to the Client's legal guardian within 30 days following the six-month period. The reports shall also be provided to others, as directed by the Client or the Client's guardian;
 - 2.6.1.3.3. The combined total number of Client service hours provided to the Client, per month. Client service hours include hours of support provided directly to the Client and staff work done on behalf of a Client; and
 - 2.6.1.3.4. The names and roles of persons providing information for the report.
- 2.6.1.4. Signed release of information forms. Release of information forms shall:
 - 2.6.1.4.1. Be completed and signed by the Client and/or their legal guardian at least annually, or on a "per occurrence" basis;
 - 2.6.1.4.2. Indicate that the release may be rescinded or modified by the Client and/or their legal guardian at any time;
 - 2.6.1.4.3. Include the name of the individual(s) or organization(s) to whom the Contractor may provide information, and from whom the Contractor may receive information, including Kitsap County; and
 - 2.6.1.4.4. Indicate that permission(s) provided in the release shall automatically expire not more than one (1) year from the date of signature or specify the twelve-month period covered.
- 2.6.1.5. Notice that the County may review the Client file and/or service information for the purpose of conducting monitoring activities.
- 2.6.1.6. Current records and evidence of annual review of the following:
 - 2.6.1.6.1. Client's rights and grievance procedures including, but not limited to, the requirements outlined in DDA's Criteria for Evaluation;
 - 2.6.1.6.2. Contractor's Client handbook or other intake documents which are intended to provide the Client and/or legal guardian with an overview of the Contractor's services, policies, and Client expectations;

- 2.6.1.6.3. For Individual Employment (IE) Contractor informed the Client that it is the Client's responsibility to notify Social Security of their earnings;
- 2.6.1.6.4. Maximum Client service level;
- 2.6.1.6.5. For IE services, Client requested work schedule of less than twenty (20) hours per week, or eighty-six (86) hours per month, if applicable;
- 2.6.1.6.6. Contact information for the Client and their legal guardian; and
- 2.6.1.6.7. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service.
- 2.6.1.7. Documentation of service delivery:
 - 2.6.1.7.1. Client service hours (service events and case notes);
 - 2.6.1.7.2. Record of contacts and services delivered;
 - 2.6.1.7.3. Evidence that services are delivered in an integrated setting;
 - 2.6.1.7.4. Evidence that services the Client is receiving relate to the Client's Individual Habilitation Plan (IHP), PASRR Level II Assessment, or current annual DDA assessment; and
 - 2.6.1.7.5. Services delivered relate to individually identified Client goals.
- 2.6.1.8. Incident reports documenting allegations of abuse, neglect, injuries of unknown origin, and all other events identified in DDA Policy 6.08; reports shall be included in the Client's file as they occur in accordance with DDA Policy 6.08;
- 2.6.1.9. Documentation of the reason the Client exited services, as applicable;
- 2.6.1.10. For IE services, maintain Client's employment history;
- 2.6.1.11. For IE services, documentation of requested Division of Vocational Rehabilitation (DVR) or Department of Services for the Blind (DSB) referral to the Client's DDA case manager;
- 2.6.1.12. For self-employed Clients, a copy of the Client's business plan, as required by the DDA Self-Employment Guidelines; and
- 2.6.1.13. For IE services, documentation which illustrates that support has been provided to employers and co-workers at each job placement to ensure that jobs are maintained and fading is occurring. This includes the development of natural supports.
- 2.6.2. Upon request, service delivery information shall be made accessible to the Client, and/or to any other individuals to whom the Client or the Client's legal guardian, by written consent, has granted such access.

- 2.6.3. The Contractor must document evidence that it employs typical safety protection based upon the environment the Client is working or receiving services in.

2.7. Individual Employment Service Requirements

- 2.7.1. The Client's signed PCSP provides the framework for service delivery. The Contractor's service plan, billable activities, case notes, and six (6) and twelve (12) month reports shall be consistent with the Client's goals, as stated in the PCSP. Services shall be provided in accordance with the requirements of DDA's Employment Activities Strategies and Outcome Measures document.
- 2.7.2. The Number of people served shall be determined by County Service Authorizations.
- 2.7.3. The Contractor shall not be reimbursed for hours which exceed the maximum service hours, as stated on the Client's PCSP.
- 2.7.4. Clients will be supported to work toward a living wage. A living wage is defined as the amount needed to enable an individual to meet or exceed their living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on their demonstrated need, acuity level, and work history.
- 2.7.5. The identification and provision of supports necessary for job success have been provided to each Client including, but not limited to, supports identified in the Criteria for Evaluation.
- 2.7.6. For Clients that own and operate a business, the Contractor shall ensure and document that state adopted self-employment guidelines are followed. At minimum, a self-employment venture shall include:
- 2.7.6.1. A written business plan;
 - 2.7.6.2. Established benchmarks for financial gain; and
 - 2.7.6.3. Documentation which illustrates that progress is being made toward earning a living wage.
- 2.7.7. All Clients shall be contacted by the Contractor according to Client need and at least once per month.
- 2.7.8. For Clients who have not obtained paid employment at minimum wage or higher within six (6) months, the Contractor shall:
- 2.7.8.1. Review the progress toward employment goals;
 - 2.7.8.2. Provide evidence of consultation with the family/Client; and
 - 2.7.8.3. Develop additional strategies with the family/Client, County staff, employment support staff, and the CRM. Strategies may include providing Individualized Technical Assistance (ITA) services, changing to a new employment support agency, and/or providing additional resources to

support the Client's pursuit of employment. The strategies shall be documented for each Client and kept in the Client's file.

- 2.7.9. If, after twelve (12) months the Client remains unemployed, an additional review will be conducted. The Contractor will address the steps outlined in the previous six-month progress report in the next six-month progress report.
- 2.7.10. For IE where the Contractor is also the Client's employer, long term funding will remain available to the Contractor employer for six (6) months after the employee/DDA Client's date of hire. At the end of the six (6) month period, if the DDA Client continues to need support on the job, another Contractor who is not the employer of record must provide the support unless the County issues prior written approval for the Contractor to continue to provide long-term supports if needed.
- 2.7.11. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Contractors will have available a list of all Clients who are referred to DVR, including their status with DVR, timelines of service, and any/all payments made by DVR to the provider.

3. PERFORMANCE MEASURES/REPORTING

3.1. Performance Plan

- 3.1.1. The Contractor shall submit a written Performance Plan outlining performance goals for all services identified in the contract to the County. The Performance Plan must, at a minimum, contain all requirements referenced in policy 6.13 (D. 6.).

3.2. Accreditation

- 3.2.1. The Contractor shall satisfy one of the following:
 - 3.2.1.1. Rehabilitation Services Accreditation System (RSAS) or Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation standards; or
 - 3.2.1.2. For a single-person provider, proof of Association of Community Rehabilitation Educators (ACRE) accreditation.

3.3. Outcome Performance Indicators

3.3.1. Employment Services:

- 3.3.1.1. The outcome for Clients receiving Employment services, including Individual Employment, School-to-Work services, is the achievement of competitive integrated employment: permanent paid employment in the community in accordance with the Client's individual goals, at minimum wage or higher.
- 3.3.1.2. The Contractor agency will maintain an average percent of Clients working that is at or above the State average, by acuity. If percent working, by acuity, is below the average for the State at the time the data is shared, the Contractor shall submit a summary on a County-provided template of contributing factors, strategies identified to improve Client outcomes, and anticipated timelines for improvement.

4. PERFORMANCE MONITORING

4.1. Contract Monitoring and Assessment Procedures

- 4.1.1. The Contractor shall provide the services described in this Agreement in a manner that demonstrates an adherence to QA/QI.
- 4.1.2. At least once every two (2) years, the Contractor and the County will engage in a program review process to assess the Contractor's compliance with contract requirements, and QA/QI.
- 4.1.3. The County will notify the Contractor of the period of performance to be reviewed.
- 4.1.4. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, Client community site visits, stakeholder feedback, and on-site visits by County staff or their designee, state, or federal representatives.
- 4.1.5. The Contractor will establish and maintain adequate internal control systems, including written policy and procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that, operations can continue should staffing changes or absences occur. Policies shall be dated and include dates when updated.
- 4.1.6. The Contractor shall, upon the request of the County, provide any additional documents or information necessary or desirable to carry out the purpose or intent of this Agreement within timelines established by the County.
- 4.1.7. The Contractor shall cooperate and collaborate with the County, other entities, the Client and family members in the provision of services, planning, and information sharing, and meet with the County upon request.
- 4.1.8. A copy of other County service evaluation reports shall be provided upon request to County for review.
- 4.1.9. When findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the County may elect to:
 - 4.1.9.1. Coordinate with the Contractor to develop a plan of action to correct any identified findings.
 - 4.1.9.2. Limit referrals to the provider and require additional monitoring or oversight participation until the provider demonstrates satisfactory performance.
 - 4.1.9.3. Terminate this Agreement for cause.

5. REPORTING/DELIVERABLES

- 5.1. The Contractor must submit all deliverables in accordance with the Contract Deliverables Schedule to Sbachtel@Kitsap.gov, unless directed otherwise.
- 5.2. Contract Deliverable Schedule:

Required Deliverable	Due Date	In reference to the Deliverable Chart the Contractor must:
Insurance and Bond	Prior to contract execution annually and within fifteen (15) calendar days of receipt of written notice to change insurance or bond amounts.	Submit a certificate of insurance (COI) and endorsements to the County for approval prior to contract execution. Ensure all COI and endorsements are submitted to the County upon annual renewal. Provide updated COI and related documentation within fifteen (15) calendar days if the County requests increase of insurance coverage or bond amount.
Payments	Within ten (10) business days after the end of each month.	Payment shall be requested using a County Provided Invoice and completed AWA spreadsheet.
Performance Plan	By September 30th of the contract period.	Submit in writing a Performance Plan outlining performance goals for all services identified in the contract.
Percent Working Performance Management reporting	Within 30 days of receiving updated state data and the County reporting template.	If percent working, by acuity, is below the average for the State at the time the data is shared, the Contractor shall submit a summary on a County-provided template of contributing factors, strategies identified to improve Client engagement, and anticipated timelines for improvement.
Job Starts and Losses	Each Quarter respond to the Employment Outcomes request.	Include the following information: 1. Employer name 2. Job type 3. Start date 4. Benefits 5. Wage 6. Weekly hours worked

6. CORRECTIVE ACTIONS

- 6.1. If the Contractor defaults as defined in the Termination for Default section of the General Terms and Conditions, or is at risk of default, the County may, at its own discretion, require the Contractor to develop and execute a corrective action plan (CAP), which must be submitted for approval to the County within 30 calendar days of notification. CAPs may require modification of policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

6.1.1. CAPs must include:

- 6.1.1.1. A brief description of the situation requiring corrective action.
- 6.1.1.2. The specific actions to be taken to remedy the situation.

- 6.1.1.3. A timetable for completion of the actions.
- 6.1.1.4. Identification of individuals responsible for implementation of the plan.
- 6.1.2. CAPs are subject to approval by the County, which may:
 - 6.1.2.1. Accept the plan as submitted.
 - 6.1.2.2. Accept the plan with specified modifications.
 - 6.1.2.3. Request a modified plan.
 - 6.1.2.4. Reject the plan.

7. ORDER OF PRECEDENCE

- 7.1. In the event of any inconsistency between exhibits within this Contract or between this Contract and any referenced state or federal requirements, the stricter requirement shall take precedence.

ATTACHMENT C: COMPENSATION

1. COMPENSATION

- 1.1. The maximum amount of compensation paid under the Contract by the County shall not exceed \$50,000.00.
- 1.2. The County shall provide funding for satisfactory performance of the services as set forth in the Statement of Work in this Agreement, at the rates and in the amounts agreed upon in this Agreement. The Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.3. Funding is contingent upon the receipt of funds from contractual Agreements between Kitsap County and state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Contractor per section 1.3.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.
 - 1.3.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.4. Funds shall not be obligated for:
 - 1.4.1. Costs incurred prior to start date of this Agreement:
 - 1.4.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or
 - 1.4.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.
 - 1.4.2.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, Subcontractors, or consultants.
- 1.5. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.
- 1.6. During the Contract period, payment for services shall be based on the following rates:

Employment and Day Program Services	Fee for service	State County
Recruitment, Retention, and Improvement Activities	Cost Reimbursement Fee for service	State County
Employment and Day Program Outcomes	Outcome payment	State

- 1.7. Subject to the terms and conditions of this Agreement, the County shall reimburse the Contractor for services outlined in Attachment B, according to the Employment and Community Inclusion Rate Sheet, which will be distributed prior to the initiation of the Contract and upon any subsequent changes.

2. BILLING REQUIREMENTS

- 2.1. The Contractor shall:

- 2.1.1. Submit monthly billing information via the County Electronic Data Management System.
- 2.1.2. Ensure that all provider staff hours are accurately reported by phase.
- 2.1.3. Review and confirm, to the best of the Contractor's knowledge, that the information is accurate
- 2.1.4. Notify the County of identified errors or other inconsistencies; the County and the Contractor shall work together to resolve the identified concerns.

- 2.2. Payment shall be provided for each eligible Client, consistent with the service indicated on the Client's current CSA.

- 2.3. The Contractor shall not request or receive payment:

- 2.3.1. When the Contractor has provided services based upon a pending or anticipated service change which has not yet been reflected on an approved CSA.
- 2.3.2. For the same service unit provided to a Client if DVR is currently paying the Contractor to provide the same employment service.
- 2.3.3. For a service unit provided to a Client if the same period of time was already billed by another staff member or if the service was provided in support of staff members rather than in support of a Client, without prior approval.
- 2.3.4. In the event that the Contractor receives payment for services provided, and the County determines that the Contractor did not meet the requirements of this Agreement, the Contractor may be required to reimburse the County.

- 2.4. The Individual Employment Billable Activities document defines the IE Client services DDA reimburses: <https://www.dshs.wa.gov/dda/county-best-practices>

3. REIMBURSEMENT PROCEDURE

- 3.1. Reimbursement requests shall only be for costs actually incurred per the agreed upon rate method in the table above and supported by documentation as required in the CPR. The Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the statement of work.
- 3.2. Reimbursements shall be requested on a Contract Payment Request (CPR) form, developed and provided by the County.
- 3.3. The Contractor shall submit the CPR within Ten (10) business days following the month in which the Contractor has incurred expenditures for services and costs as outlined in this Agreement.
 - 3.3.1. CPRs must be accompanied by the documentation to support the amount of the request for reimbursement. The County shall not release payment until the Contractor provides all required documentation identified in the CPR or in the statement of work. The submission of incomplete or inaccurate information on the CPR may delay the reimbursement process but shall not be considered a breach of the Agreement.
 - 3.3.2. CPRs must be signed with an original or electronic signature and received prior to payment.
 - 3.3.3. CPRs shall be submitted through the County Electronic Data Management System unless otherwise specified.
- 3.4. The County shall issue payment no later than thirty (30) calendar days after the receipt of complete and accurate billing information as determined by the County.
- 3.5. The County reserves the right to modify the CPR form and billing information in the County Electronic Data Management System as necessary. The County will provide any revisions or changes to the Contractor in a timely manner.

**ATTACHMENT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS****Primary Covered Transactions 45 CFR 76**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - 1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - 1.3. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - 1.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
 - 2.1. This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:
PENINSULA SERVICES

Name: Chris Tibbs

Title: CEO

DATE: 8-10-26

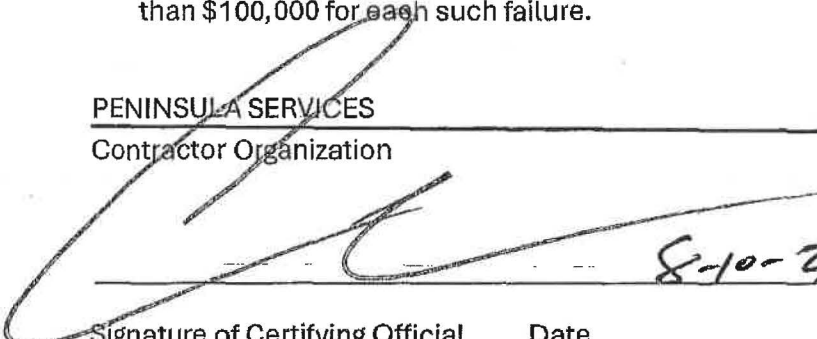
ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PENINSULA SERVICES

Contractor Organization


Signature of Certifying Official

8-10-28
Date

ATTACHMENT F: CONFIDENTIALITY AND DATA SECURITY

Definitions. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

1. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>)
2. "Authorized User(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
3. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of compromise of any such data. For purposes of this contract, data classified as category 4 refers to data protected by: Health Insurance Portability and Accountability Act (HIPAA).
4. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of the data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personnel files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.
5. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information.
6. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits (for symmetric keys) or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
7. "Hardened Password" means a string of at least eight characters containing at least three of the four following character classes: Uppercase alphabetic, lowercase alphabetic, numeral and special characters such as an asterisk, ampersand or exclamation point.
8. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets and other form factors.
9. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for the device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
10. "Personal Information" means information identifiable to any person, including, but not limited to,

information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

11. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with a base computing resources in the form of a processor, memory storage, and network access. Examples include, but are not limited to, mobile phones, tablets and laptops. Mobile Device is a subset of Portable Device.
12. "Portable Media" means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tape, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
13. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
14. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through the use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as offices with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure non-authorized staff cannot access it.
15. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
16. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS/County Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
17. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network
18. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
19. Administrative Controls.
 - 19.1. A documented security policy governing the secure use of its computer network and which defines sanctions that may be applied to the Contractor staff for violating that policy.

- 19.2. If the data is shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for the Category 4 data.
- 19.3. If confidential information shared under this agreement is classified as Category 4 data, the contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
20. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - 20.1. Have documented policies and procedures governing access to systems with the shared Data.
 - 20.2. Restrict access through administrative, physical, and technical controls to authorized staff.
 - 20.3. Ensure that the user accounts are unique and that any given user account logon ID and password combination is known only to the employee to whom the account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on the system housing the Data based solely on the logon ID used to perform the action.
 - 20.4. Ensure only authorized users are capable of accessing the data.
 - 20.5. Ensure that an employee's access to the Data is removed immediately:
 - 20.5.1. Upon suspected compromise of the user credentials.
 - 20.5.2. When their employment or the contract under which the data is made available to them, is terminated.
 - 20.5.3. When they no longer need access to the Data to fulfill the requirements of the contract.
 - 20.6. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/County Confidential Information.
 - 20.7. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users with the contractor's network including:
 - 20.7.1. A minimum of 8 characters and containing at least three of the following classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - 20.7.2. That a password does not contain a user's name, logon ID, or any form of their full name.
 - 20.7.3. That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - 20.7.4. That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
 - 20.8. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirement for users by employing measures including:
 - 20.8.1. Ensuring mitigations applied to the system do not allow end-user modification.
 - 20.8.2. Not allowing the use of dial-up connections.

- 20.8.3. Using industry standard protocols and solutions for remote access. Examples include but are not limited to RADIUS Microsoft Remote Desktop (RDP) and Citrix.
- 20.8.4. Encrypting all remote access traffic from the external workstation to a Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the internet, which is not a Trusted Network.
- 20.8.5. Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
- 20.8.6. Ensuring use of a Multi-Factor Authentication to connect from the external end point to the internal endpoint.
- 20.9. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, facial recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - 20.9.1. The PIN or password must be at least 5 letters or numbers used in conjunction with at least one other authentication factor;
 - 20.9.2. Must not be comprised of all the same letter or number (11111,22222, aaaaa would not be acceptable).
 - 20.9.3. Must not contain a run of three or more consecutive numbers (12398, 98743 would not be acceptable).
- 20.10. If the contract specifically allows for storage on a Mobile Device, passcodes for the device must:
 - 20.10.1. Be a minimum of six alphanumeric characters
 - 20.10.2. Contain at least three unique character classes (upper case letter, lower case letter, number).
 - 20.10.3. Not contain more than a three consecutive character run. Passwords consisting of 12345, or abcd12 would not be acceptable.
- 20.11. Render the device unusable after a maximum of 10 failed logon attempts.
- 21. Confidentiality.
- 22. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - 23. as provided by law; or,
 - 24. in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- 25. Ensure the security of Confidential Information transmitted via fax (facsimile) by:
- 26. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
- 27. Data Transport:
 - 27.1. Paper Documents: Send paper documents containing Confidential Information via a Trusted System.
- 28. Protection of Data. The Contractor agrees to store data on one or more of the following media and protect the data as described. Electronic data can be on desktops, laptops, and other portable devices, servers and external media:

- 28.1. Hard disk drives. For Data stored on local workstation hard disks, access to the data will be restricted to Authorized Users by requiring logon to the local workstation using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- 28.2. Network server disks. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 29. For DSHS/County confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 11. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.
 - 29.1. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secured area. When not in use for the contracted purpose, such discs must be stored in a Secure Area. Workstations which access DSHS/County data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - 29.2. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - 29.3. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
 - 29.4. Data storage on portable devices or media.
 - 29.5. Except where otherwise specified herein, DSHS/County data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:
 - 29.6. Encrypt the data:
 - 29.6.1. Control access to devices with a unique user ID and hardened password or stronger authentication method, such as physical token or biometrics.
 - 29.6.2. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

30. Apply administrative and physical security controls to Portable Devices and Portable media by:
 - 30.1. Keeping them in a Secure Area when not in use,
 - 30.2. Using check-in/check-out procedures when they are shared; and
 - 30.3. Taking frequent inventories.
 - 30.4. When being transported outside of a Secure Area, Portable Devices and Portable Media with confidential DSHS/County data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
31. Data Stored for Backup Purposes
 - 31.1. DSHS/County data may be stored on Portable Media as part of a Contractor's existing documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as media would be reused during the course of normal backup operations. If backup media is retired while DSHS/County Confidential Information still exists upon it, such media will be destroyed at that time in accordance with Section 11. Data Disposition.
 - 31.2. DSHS/County data may be stored in non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this attachment. If this media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with Section 11. Data Disposition.
32. Cloud Storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this attachment. Cloud storage of data is problematic as DSHS/County nor the Contractor has control over the environment in which the data is stored. For this reason:
 - 32.1. DSHS/County Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - 32.1.1. Contractor has written procedures in place governing the use of the Cloud storage and Contractor can attest to the contract listed in the contract and keep a copy of the attestation for its records in writing that all such procedures will be uniformly followed.
 - 32.1.2. The Data will be Encrypted while within the Contractor network.
 - 32.1.3. The Data will remain encrypted during transmission to the Cloud.
 - 32.1.4. The Data will remain encrypted at all times while residing within the Cloud Storage solution.
 - 32.1.5. The Contractor will possess a decryption key for the Data, and the decryption key will only be possessed by the Contractor.
 - 32.1.6. The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
 - 32.1.7. The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User or within the contractor network.
 - 32.1.8. Data will not be stored on an Enterprise Cloud storage solution unless either:
 - 32.1.8.1. The Cloud storage provider is treated as any other Sub-contractor, and agrees in writing to all the requirements within this attachment; or,
 - 32.1.8.2. The Cloud storage solution used is HIPAA compliant.

- 32.1.8.3. If the Data includes protected health information covered by the HIPAA, the Cloud provider must sign a Business Associate Agreement prior to the data being stored in their Cloud solution.

33. System Protection. To prevent compromise of systems which contain DSHS/County Data or through which that Data passes:
- 33.1. Systems containing DSHS/County data must have all security patches or hotfixes applied within three months of being made available.
 - 33.2. The Contractor will have a method of ensuring the requisite patches and hotfixes have been applied within the required timeframes.
 - 33.3. Systems containing DSHS/County Data shall have an Anti-Malware application, if available, installed.
 - 33.4. Anti-Malware software must be kept up to date. The product, its anti-virus engine and any malware database the systems uses, will be no more than one update behind current.
34. Data Segregation.
- 34.1. DSHS/County category 4 data must be segregated or otherwise distinguishable from non-DSHS/County data. This is to ensure that when no longer needed by the Contractor, all DSHS/County data can be identified for return or destruction. It also aids in determining whether DSHS/County data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:
 - 34.1.1. DSHS/County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/County data; and/or
 - 34.1.2. DSHS/County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/County data; and/or
 - 34.1.3. DSHS/County data will be stored in a database which will contain no non-DSHS/County data; and/or
 - 34.1.4. DSHS/County data will be stored within a database and will be distinguishable from non-DSHS/County data by the value of a specific field or fields within database records; and/or
 - 34.1.5. When stored as physical paper documents, DSHS/County data will be physically segregated from non-DSHS/County data in a drawer, folder, or other container.
 - 34.1.6. When it is not feasible or practical to segregate DSHS/County data from non-DSHS/County data, then both the DSHS/County data and the non-DSHS/County data with which it is commingled must be protected as described in this attachment.
35. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Protection of Data, the Contractor will certify in writing that the data stored on the media listed below was destroyed utilizing the approved methods outlined in the following table:

Data stored on:	Will be destroyed by:
Server or workstation hard disks or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks), excluding optical discs	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

36. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS/County shared data must be reported to the County within one (1) business day of discovery. The Contractor must also take action to mitigate the risk of loss and comply with any requirements imposed by law or DSHS/County.

ATTACHMENT G: CONTRACTOR SIGNATURE AUTHORIZATION FORM**KitsapCounty****SIGNATURE AUTHORIZATION FORM**

This Signature Authorization Form shall be retained on file by Kitsap County Developmental Disabilities Program and shall remain in effect until a new one is submitted by the Contractor.

CONTRACTOR NAME

Peninsula Services

CONTRACT NUMBER

KC-319-26

ADDRESS

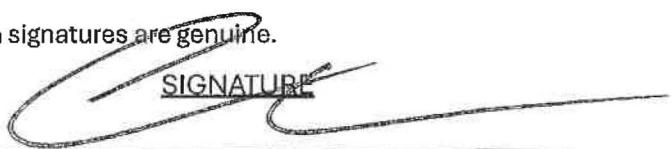
7500 Werner Road, Bremerton, WA 98312

PROJECT NAME

Individual Employment

I. CONTRACTS & AMENDMENTS

This is to certify that the following named person are authorized to enter into contract and/or contract amendments on behalf of the Contractor and their specimen signatures are genuine.

TYPED NAME & TITLE**SIGNATURE**1. CHRISTOPHER TIBBS / CFO1. 

2. _____

2. _____

3. _____

3. _____

II. INVOICES

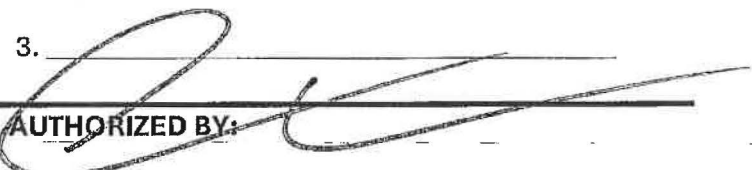
This is to certify that the following named person are authorized to sign and submit reimbursement vouchers on behalf of the Contractor and their specimen signatures are genuine

TYPED NAME & TITLE**SIGNATURE**1. REBECCA J. JAMES, Director

2. _____

2. _____

3. _____

3. **EFFECTIVE DATE OF AUTHORIZATION**

8 / 10 / 26
month day year

AUTHORIZED BY:

Signature

CHRISTOPHER TIBBS / CEO

Typed Name & Title

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. Agent: Ben Rogers 2106 Pacific Ave, Suite 501 Tacoma WA 98402		CONTACT NAME: Sandy Ward PHONE (A/C, No, Ext): (253) 396-5500 E-MAIL ADDRESS: Sandy.Ward@bbrown.com FAX (A/C, No): (253) 396-5500	
INSURED Peninsula Services Peninsula Alliance PO Box 5030 Bremerton WA 98312		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26301	

COVERAGES

CERTIFICATE NUMBER: 26/27 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	S 2710475	06/01/2026	06/01/2027	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 20,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 3,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Employee Benefits Liability \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	S 2710475	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Uninsured motorist \$ 1,000,000						
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	S 2710475	06/01/2026	06/01/2027	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
	\$						
	PER STATUTE ☒ OTH-ER ☐ WA Stop Gap						
	E.L. EACH ACCIDENT \$ 1,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	S 2710475	06/01/2026	06/01/2027	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	Each Abusive Conduct \$ 1,000,000						
	Aggregate \$ 3,000,000						
A	Abuse or Molestation Liability			S 2710475	06/01/2026	06/01/2027	

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

Kitsap County is named as additional Insured, as required by written contract, per the terms and conditions of the attached forms.

CERTIFICATE HOLDER

CANCELLATION

Kitsap County 614 Division St., MS 20 Port Orchard WA 98366	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)	
• Lessors of Leased Equipment	
• Managers or Lessors of Premises	
• Mortgagees, Assignees and Receivers	
• Any Other person or organization other than a joint venture	
• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part** apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

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

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or**
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

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

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety 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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any Insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional Insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional Insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization 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:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages, by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under — such other insurance; and —

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

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

However, If you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

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

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3, "Bodily Injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with 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. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

- Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:**

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. Agent: Ben Rogers 2106 Pacific Ave, Suite 501 Tacoma WA 98402		CONTACT NAME: Sandy Ward PHONE (A/C, No, Ext): (253) 396-5500 FAX (A/C, No): (253) 396-5500 E-MAIL ADDRESS: Sandy.Ward@bbrown.com	
INSURED Peninsula Services Peninsula Alliance PO Box 5030 Bremerton WA 98312		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Company NAIC # 26301 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 26/27 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	S 2710475	06/01/2026	06/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits Liability \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		S 2710475	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		S 2710475	06/01/2026	06/01/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 WA Stop Gap
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	S 2710475	06/01/2026	06/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse or Molestation Liability		S 2710475	06/01/2026	06/01/2027	Each Abusive Conduct \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Kitsap County Developmental Disabilities 614 Division St. MS 23 Port Orchard WA 98366	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2025/12)

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (Includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

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

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

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

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety 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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization 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:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this Insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this Insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily Injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this Insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional Insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional Insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

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

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

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

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with 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. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "Insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion, SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" Includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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Safety & Health

Claims

Patient Care

Insurance

Workers' Rights

Licensing & Permits

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 25 per page	Showing 0 records							First	Previous	Next	Last
Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due	
There are no records that match your search criteria.											
Show 25 per page	Showing 0 records							First	Previous	Next	Last