This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Public Health District (KPHD), having its principal office at 345 6th Street, Suite 300 Bremerton, WA 98337-1866.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-244-22, and executed on July 22, 2022, shall be amended as follows:

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

1. **Section 1: Term and Effective Date of Contract** shall be amended as follows: The Contract will be effective on March 1, 2022 and the termination date is extended from December 31, 2022 to June 30, 2023. In no event will the Contract become effective unless and until it is approved and executed.

2. **ATTACHMENT B: Statement of Work** shall be amended to add the following: The contractor will assist with developing a community survey to be used with the Kitsap Aging & Long Term Care Area Plan planning process. The contractor will post the community survey, compile results, create graphs, and associated work related to the interpretation of the survey results.

3. **ATTACHMENT C: Budget Summary** shall be amended as follows: The contract revenue will increase by $1,730, from $10,000 to a new contract total $11,730. The total amount payable under the contract, by the County to the Contractor in no event will exceed $11,730. This section is replaced in its entirety.

This amendment shall be effective upon execution.

**CONTRACTOR**

KITSAP PUBLIC HEALTH DISTRICT

Keith Grellner, Administrator
Jan 5, 2023

KITSAP COUNTY, WASHINGTON

Doug Washburn,
Human Services Department Director
ATTACHMENT C: BUDGET SUMMARY

Payment amount and schedule is set forth below.

March 1, 2022- June 30, 2023

<table>
<thead>
<tr>
<th>Program/Funding Source</th>
<th>Total</th>
<th>March 2022</th>
<th>April-June 2022</th>
<th>July-Sept 2022</th>
<th>Oct-Dec 2022</th>
<th>Jan-March 2023</th>
<th>April-June 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARP (COVID MDD flexibility)</td>
<td>$11,730</td>
<td>$1,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$865</td>
<td>$865</td>
</tr>
<tr>
<td>Match-NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Project</td>
<td>$11,730</td>
<td>$1,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$865</td>
<td>$865</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>CFDA #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARP (COVID MDD Flex)</td>
<td>93.043, 93.044, 93.045, 93.052</td>
<td>$11,730</td>
</tr>
</tbody>
</table>

Any cumulative amount of transfers among the Approved Summary Budget(s) direct cost subject categories, which exceeds five percent (5%) of the total object category budget for any funding source, will require a contract amendment.
The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

<table>
<thead>
<tr>
<th>COVERAGE:</th>
<th>PER OCCURRENCE LIMIT</th>
<th>AGGREGATE LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Complete Operation</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Per Occurrence Aggregate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Mobile Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE PHYSICAL DAMAGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>OTHER COVERAGE: EMPLOYER’S LIABILITY (STOP GAP)</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to Contracted Party
Reference: Contract No. KC-244-22

Authorized Representative
August 8, 2022
Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;

2. The agreement was entered into prior to the damage for which a claim is made. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member’s routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.
Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

- Kitsap Public Health District

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation.

Search again

Search conducted 12/12/2022 6:02 PM EST on OIG LBE Exclusions database.
Source data updated on 12/9/2022 8:00 PM EST.
Return to Search
"2251 Amendment 1 KITSAP CO AAA (2310)" History

- Document created by april fisk (april.fisk@kitsappublichealth.org)
  2023-01-05 - 11:23:13 PM GMT

- Document emailed to Keith Grellner (keith.grellner@kitsappublichealth.org) for signature
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- Email viewed by Keith Grellner (keith.grellner@kitsappublichealth.org)
  2023-01-06 - 0:26:49 AM GMT

- Document e-signed by Keith Grellner (keith.grellner@kitsappublichealth.org)
  Signature Date: 2023-01-06 - 0:28:25 AM GMT - Time Source: server

- Agreement completed.
  2023-01-06 - 0:28:25 AM GMT