



**OFFICE OF THE AGENCY DIRECTOR**  
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San Leandro, CA 94577  
TEL (510) 618-3452  
FAX (510) 351-1367

August 25, 2022

The Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: APPROVE THE SECOND AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH SLALOM, LLC, DBA SLALOM CONSULTING, TO CONTINUE THE PROVISION OF STRATEGIC BUSINESS TECHNOLOGY AND CONSULTING SERVICES FOR CUSTOMIZED CONTRACTS SOFTWARE**

Dear Board Members:

**RECOMMENDATIONS**

- A. Approve the second Amendment to the Standard Services Agreement (Procurement Contract No. 20302) with Slalom, LLC, dba Slalom Consulting (Principal: Brad Jackson; Location: San Francisco) to complete the implementation of a contract and database management system for Alameda County Behavioral Health Care Services, extending the contract term by 12 months from 6/1/20 - 6/30/22 to 6/30/23 with no change in the not to exceed amount of \$2,373,259; and
- B. Authorize the Auditor-Controller to make the related budget adjustments, increasing revenue by \$125,000 per the attached Financial Recommendation.

**DISCUSSION/SUMMARY**

On August 26, 2019, Alameda County Behavioral Health Care Services (ACBH) began work on a technology improvement project to customize Conga software, formerly *APTTUS*<sup>®</sup>, a Contracts Lifecycle Management (CLM) and database system. ACBH has been using off-the-shelf products to complete the contracting processes, which is no longer efficient and cost-effective.

The project is comprised of a multi-year integration process with the following four phases conducted each year: 1) Planning and Discovery, 2) Design and Build Infrastructure, 3) Training and Implementation, and 4) Go-Live Support for Users. The goals for the project are to eliminate the manual time spent to generate complex contracts, store and share data in a central location, and approve and execute contracts in an efficient work flow process. The first three years of the project's goals have been completed and have not fully utilized the available project funding. The request is to extend the Slalom LLA, dba Slalom Consulting (Slalom) Standard Services Agreement (SSA) to fully utilize the allocated resources to cover the services required in Year Four for additional go-live support and maintenance for new system functionalities released in the CLM system for Fiscal Year (FY) 2022-23 ACBH Contracts.

In FY 2019-20, CompuCom (Master Contract 900993, Procurement Contract No. 8643), through its subcontractor, Slalom, provided configuration and customization services to ACBH. Under the CompuCom

contract Slalom completed Year One of the project. On July 28, 2020 (Item No. 4) your Board approved a direct contract with Slalom instead of a subcontracting with CompuCom and waived the County procurement competitive bid requirement. On November 17, 2020 (Item No. 13.1) your Board approved an amendment to increase the funding amount to support data and health referrals for people experiencing homelessness and impacted by COVID-19. Your Board's approval of this extension will enable ACBH to complete support and trouble-shooting for new system functionalities released for FY 2022-23 in CLM.

**SELECTION CRITERIA**

*Slalom is specialized in customizing contracts systems for public government entities. It possesses the knowledge and expertise on the complexity of ACBH contracting data requirements and County business systems. Prior to its work under this SSA, Slalom has worked on customizing an ACBH provider directory portal for community-based organizations to enter data into a client relationship management system through Salesforce that will interact with the contract software system.*

*Alameda County Administrative Code, Title 4, Chapter 4.12.070 includes a provision for unusual cases recognized by the Board of Supervisors in the event that the services purchased will impact the health, safety, and welfare of people or property. In such unusual cases, the contracts shall be awarded to a firm or firms located in Alameda County, unless the Board of Supervisors directs otherwise (Ord. 96-76 § 1: prior Admin. Code § 4-3.07). On July 28, 2020 your Board approved the Resolution No. 2020-312 to waive the County competitive bid process to contract with Slalom. It is in the interest of the public to retain the services of Slalom to continue and complete final phases of the contract transformation project. The nature of their business prevents Slalom to subcontract with a SLEB-certified vendor. Prior to its work under this SSA, The Alameda County General Services Agency approved SLEB waiver #8361 for Slalom, which expires on June 30, 2023.*

**FINANCING**

Funding for these professional consulting services is offset by Mental Health Services Act funds already included in the ACBH FY 22-23 Approved Budget and MHSA revenue of \$125,000 per the attached Financial Recommendation. Approval of the recommendation will have no impact on net County costs.

**VISION 2026 GOAL**

The strategic business technology and consulting services provided by Slalom meets the 10X goal pathway of **Accessible Infrastructure** in support of the shared visions of a **Thriving and Resilient Population** and **Prosperous and Vibrant Economy**.

Sincerely,

DocuSigned by:  
  
CB284AE84C50405...

Colleen Chawla, Director  
Health Care Services Agency

CC/WV/tb/ct

**SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT**

Contractor:	<b>Slalom, LLC, dba Slalom Consulting</b>	
	Contract Term:	Allocation:
Original:	<b>06/01/20 – 06/30/22</b>	\$2,248,259
1st Amendment:	<b>06/01/20 – 06/30/22</b> (no extension)	\$2,373,259 (\$125,000 increase)
2nd Amendment:	<b>06/01/20 – 06/30/23</b> (1-year extension)	\$2,373,259 (no change)

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and **Slalom, LLC, dba Slalom Consulting** (“Contractor”) with respect to that certain agreement dated **June 2, 2020**, and that certain First Amendment to Agreement executed **December 13, 2021** (collectively referred to herein as the “Contract”) pursuant to which Contractor provides **strategic business technology and consulting** services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of June 30, 2022 (“Second Amendment Effective Date”).
2. The term of the Agreement is currently scheduled to expire on **June 30, 2022**. As of the Second Amendment Effective Date, the term of the Agreement is extended through **June 30, 2023**.
3. Exhibit A, Definition of Services, is deleted and replaced by the attached Exhibit A (Definition of Services), which shall be made a part of the Agreement, effective July 1, 2022.
4. Exhibit B - Payment Terms is amended to add the attached Exhibit B-2, Payment Terms, which shall be made a part of the Agreement, effective July 1, 2022.
5. Exhibit C is replaced by the attached Exhibit C.
6. Exhibit D, a current Debarment and Suspension Certificate executed by Contractor, is attached hereto and made a part of the Agreement.
7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

**COUNTY OF ALAMEDA**

**CONTRACTOR**

By: \_\_\_\_\_  
President of the Board of Supervisors

**Slalom, LLC, dba Slalom Consulting**  
Contractor

**821 Second Ave, Ste 1900**  
Street Address

**Seattle, WA 98104**  
City, State, Zip Code

\_\_\_\_\_  
Date

**Approved as to form:**  
Donna R. Ziegler, County Counsel,  
County of Alameda

DocuSigned by:  
*John Pavel*  
By: \_\_\_\_\_  
E989227F30E94C0...  
Authorized Signature of Contractor

DocuSigned by:  
*RJL*  
By: \_\_\_\_\_  
9D77AFCFB7F6431...  
Raymond J. Leung,  
Deputy County Counsel

John Pavel  
\_\_\_\_\_  
Print/Type Name

General Manager  
\_\_\_\_\_  
Title

8/18/2022  
\_\_\_\_\_  
Date

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

## Exhibit A

### DEFINITION OF SERVICES

Contractor shall work with the County to develop specifications for system enhancements and customizations as required and mutually agreed upon, as further described in this paragraph, for the following systems: Alameda County Behavioral Health (ACBH) Contract Lifecycle Management (CLM) Application (Salesforce and Conga), formerly *APTTUS*. These customizations include configurations and development for Conga Application and Salesforce environment development. Prior to commencement of applicable work, the parties shall memorialize precise scope in mutually executed Statement of Works for Support and Troubleshooting Bugs, Post-Build Enhancements, and Year 4 Deliverables. Notwithstanding anything to the contrary in this Exhibit A, no work shall commence, and Contractor shall have no obligation with respect to work, without execution of the applicable Statement of Work.

#### I. GENERAL REQUIREMENTS

Contractor shall provide the following Conga and Salesforce support/design and consulting services:

- Consulting and support for existing customization.
- Analysis and refinement of newly developed contracts modules.
- Analysis and development of Fiscal Year (FY) Rate-setting process in order to automate and provide efficiency to the business process as it relates to the SmartCare billing system and data structure.
- Analysis, development, and recommendations for design specifications for purchase order process and automation of the invoice payment process.
- Leveraging Salesforce Community for Community-Based Organization (CBO) engagement for contract information and processing.

#### II. SPECIFIC REQUIREMENTS AND DELIVERABLES

##### A. Support and Troubleshooting Bugs and Defects of Existing System Build

Contractor will engage in a Support phase based upon the final build from Year 2 and 3. The Contractor will provide support to ACBH and approved software partners to review reported issues with the CLM system. Upon review by the Contractor that the issue requires remediation, the Contractor shall work with ACBH to estimate the effort to complete and resolve the issue. ACBH must sign off prior to Contractor moving forward to perform the

work. Contractor shall document in writing when the issue is resolved, describe the resolution, and provide best practices to final payment.

- If the issue was caused by a regression bug or a Slalom error in creating the functionality then Slalom will not charge for the time required to identify and resolve the issue.
- Any work outside of the first point will be fully billable at the agreed upon rate.

#### B. Post-Build Enhancements

Contractor will work with ACBH to review requests for post-build development to enhance the current CLM system. Modifications to the system or customizations will be specified, documented, and agreed to by both parties before any work is to be performed in the system. Any build enhancements will be subject to review, demo, and test before it is formally accepted.

#### C. CLM – Year 4 Design and Build- Completion

Contractor shall conduct planning and short discovery activities with ACBH staff to examine and identify business requirements and develop specifications in the ACBH CLM System to complete the remaining re-design or adjustments for project deliverables and the activities to support the build as listed below. Some knowledge transfer will be required between Contractor and ACBH to understand the application and scope changes.

##### Build Deliverables Re-Scope

1. Develop Project Plan
  - a. Budget Modification
  - b. Standard Services Agreements
  - c. Board Letters
2. Review Current Design in System
3. Conduct Short Discovery
4. Update Design Document
5. Reconfigure Build Sprints
6. Create User Story Backlog
7. Publish Weekly Status
8. Develop Technical Specifications Document
9. Train the Trainer
10. Create Deployment Plan
11. Functional CLM Deployment
12. Customer Information Systems (IS) Technical Training Sessions

### 13. Project Administration

#### III. ADDITIONAL SERVICES

Contractor shall develop specifications in conjunction with ACBH staff for:

##### A. Salesforce Enhancement

1. Analysis and assessment of contract metrics for reporting out purposes.
2. Enhanced Training for Dashboard and Reporting functions.
3. Analysis and assessment of outcomes for tracking contract deliverables.

##### B. Salesforce Customized Applications – Information Systems Customization

1. Analysis and assessment for customized design and new features.
2. Analysis and design for development of training requirements and tracking.
3. Design and development of customized forms such as Staff number, Provider information and as requested.
4. Refinement of Data Loader.
5. Analysis, Design, for various Data Collection and Reporting Requirements as needed.
6. Specification development for enhancements or application development as needed and agreed upon in written specifications.
7. Data collection development and consulting for data reporting requirements for special funding and enhanced revenue generation.
8. Other enhancements, application development and custom configurations to Salesforce or Conga as specified by ACBH.

All design specifications, timelines, and scope of work requests for services and customizations are to be mutually agreed upon in an executed Statement of Work with approved specifications by ACBH staff before work is to be developed. Contractor shall work with ACBH through User Acceptance Testing to correct bugs or defects per design specifications. Contractor shall receive prior approval for development and design by the ACBH Finance Director and ACBH Information System Department Director before work can proceed and deliverables are applicable for payment.

The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

Revised:4/28/22

**EXHIBIT B-2**

**PAYMENT TERMS**

Except as expressly modified by this Exhibit B-2, all of the terms and conditions of the original and revised Exhibit B - Payment Terms, as modified by Exhibit B-1, are and remain in full force and effect.

1. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

A. Troubleshooting and Bug Fixes for FY 22-23

Description	
Application Support and Troubleshooting Bugs and Defects of Existing System Build	\$245 hourly bill rate for CLM Architect
<b>Total Cost Not to Exceed</b>	<b>\$40,000.00</b>

B. Post-Build Enhancements for FY 22-23

Description	
Post-build development to enhance the current CLM system upon request by ACBH	Fixed Fees <sup>1</sup>
<b>Total Cost Not to Exceed</b>	<b>\$100,000.00</b>

C. CLM – Year 4 Design and Build- Completion for 22-23

Description	
Budget Modification, Standard Services Agreements, Board Letters	Fixed Fees <sup>1</sup>
<b>Total Cost Not to Exceed</b>	<b>\$196,259.00</b>

D. Salesforce Customized Applications – Project 1,3,4 - Information Systems for 22-23

Description	
Salesforce Application Development /Enhancements	Fixed Fees <sup>1</sup>
<b>Total Cost Not to Exceed</b>	<b>\$260,000.00</b>

E. Salesforce Customized Applications – Project 2 - Information Systems for 22-23

Description	
Salesforce Application Development/Enhancements	Fixed Fees <sup>1</sup>
<b>Total Cost Not to Exceed</b>	<b>\$110,000.00</b>

- 2. Any changes in duration or delays to the completion date will require the Project Change Control documentation.
- 3. Invoices will be approved by ACBH Finance Director and ACBH Information System Department Director before remittance of payment to Contractor. Contractor shall send invoices, with an original signature, purchase order number, invoice number, and service period, accompanied by required reports to:

ALAMEDA COUNTY  
 Behavioral Health Care Services  
 1900 Embarcadero Suite 400  
 Oakland CA 94606-5300  
 Attn: Jade Phan

Or E-mailed to

Jade.Phan@acgov.org and Cindy.Tern@acgov.org

Inquiries regarding payments should be directed to ACBH Accounts Payable Unit at AcctPayCont@acgov.org.

<sup>1</sup>The applicable Statement of Work will designate an invoice amount for each activity to be completed thereunder. Project Management activities performed by Slalom Engagement Director to monitor and provide vendor resource oversight is an estimated amount and will be billed at-cost but in no event shall exceed the cost specified in this Exhibit B-2.

Revised:4/28/22

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2021

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 WHICH THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED AGENT OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

CONTACT NAME: PARKER, SMITH & FEEL, INC. 2233 112th Avenue NE Bellevue, WA 98004	PHONE (A/C No., Ext): 425-709-3600	FAX (A/C No.): 425-709-7460
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Insurance Co.		
INSURER B: Travelers Indemnity Co.		
INSURER C: Travelers Prop. Casualty Co. of Amer.		
INSURER D: Underwriters at Lloyds		
INSURER E:		
INSURER F:		

PAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR NL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		H220630157D5008COF22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
<b>TOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HKCAP157D499AIND22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
EMPLOYER'S COMPENSATION AND EMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? (Indicate in NH) es, describe under DESCRIPTION OF OPERATIONS below Professional Liability Professional Incl Cyber Liability		N/A	UB1L4991042213K ** EL Stop Gap: Monopolistic States	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHERS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
			W31153220101	01/01/2022	01/01/2023	5,000,000

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

a County Behavioral Health Services and County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives, are additional insureds on the general liability policy per the attached endorsement/form... (attached Description)

<b>CERTIFICATE HOLDER</b>  Alameda County Behavioral Health Services 2000 Embarcadero Cove, Suite 400 Oakland, CA 94606	<b>CANCELLATION</b>  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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**DESCRIPTIONS (Continued from Page 1 )**

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erage is primary and non-contributory on the general liability policy per the attached endorsement/form.  
ice of cancellation for the general liability and workers compensation policies per the attached forms.

**COMMERCIAL GENERAL LIABILITY**

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization, other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) 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;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

# COMMON POLICY CONDITIONS WASHINGTON – DELUXE

All Coverage Parts included in this policy are subject to the following conditions:

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

## A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on or the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
  - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 60 days before the effective date of cancellation if we cancel for any other reason,

except as provided in paragraphs 3. and 4. below.

3. We may cancel the Deluxe Property Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
  - a. Without reasonable explanation, the structure is unoccupied for more than 60

consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;

- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

## 4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards,

we may cancel the Commercial Auto Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
  - c. At least 60 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
  - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
- a. For Division Two – Boiler and Machinery, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
  - b. If:
    - (1) If you are an individual;

- (2) A covered auto you own is of the "private passenger type";
- (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
- (4) The first Named Insured cancels, the refund will be not less than 90% of any unearned portion not exceeding \$100, plus; 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective, even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### **C. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **D. INSPECTION AND SURVEYS**

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named insured, this insurance applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**COMMERCIAL GENERAL LIABILITY**

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named insured, this insurance applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

# COMMON POLICY CONDITIONS WASHINGTON

All Coverage Parts included in this policy are subject to the following conditions:

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

## A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason,

except as provided in paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60

consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;

- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards,

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or



- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
  - c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or"
  - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro **rata** refund unless the following applies:
- a. For Division Two - Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
  - b. If:
    - (1) If you are an individual;
    - (2) A covered auto you own is of the "private passenger type";
    - (3) The policy does not cover garage, automobile sales agency, repair

shop, service station or public parking piece operations hazards; and

- (4) The first Named Insured cancels, the refund will be not less than 90% of any unearned portion not exceeding \$100, plus; 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective, even if we have not made or offered a refund.

- 8. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. INSPECTION AND SURVEYS

- 1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of **workers** or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with **laws**, regulations, codes or standards.
- 3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - J. "Loss" means direct and accidental loss or damage.
  - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

**F. Multiple Line/Multiple Policy Maximum Loss Content**

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate.

As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

**G. Recovery From Others**

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
  - (a) First, to any payments made by us in excess of the deductible amount; and
  - (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

**H. Cancellation**

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.
2. When a cancellation is due to non-payment of premiums, the cancellation shall not become effective until ten (10) days after a notice of cancellation is served on the employer and filed with the office of the Chairman.
3. When cancellation is due to any reason other than non-payment of premiums, the cancellation becomes effective thirty (30) days after the notice of cancellation is served on the employer and filed with the office of the Chairman.

**I. Sole Representation**

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
  - (a) Changes to this endorsement;
  - (b) Obligations to receive premiums; or
  - (c) Giving or receiving notice of cancellation.

**Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

### Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

### Cancellation

This Policy may be cancelled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating When the cancellation will be effective.

This Policy may be cancelled by the Underwriters by mailing to the **Named Insured** at the address Listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is Canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim** or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

### Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

### Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

### Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

### Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: Slalom, LLC, dba Slalom Consulting

PRINCIPAL: John Pavel TITLE: General Manager

SIGNATURE:  DATE: 8/18/2022

**FINANCIAL RECOMMENDATION FORM**

**#140100-35 Rev 5/21/14**

**AGENDA DATE:** 9/20/2022

**BOARD LETTER SUBJECT:** APPROVE THE SECOND AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH SLALOM, LLC, DBA SLALOM CONSULTING, TO CONTINUE THE PROVISION OF STRATEGIC BUSINESS TECHNOLOGY AND CONSULTING SEVRICES FOR CUSTOMIZED CONTRACTS SOFTWARE

**BUDGET YEAR:** FY 22/23

**FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350551	452120	00000		\$125,000
<b>ORG TOTAL</b>				<b>\$125,000</b>

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				<b>\$0</b>

**GRAND TOTAL ANTICIPATED REVENUE** \$125,000

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350500	610000	00000		\$125,000
<b>ORG TOTAL</b>				<b>\$125,000</b>

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				<b>\$0</b>

**GRAND TOTAL APPROPRIATION** \$125,000



OFFICE OF AQUISITION POLICY (OAP)

22732

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm)

PO Checklist (https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Procurement managing the competitive process'. Includes fields for Department (Behavioral Health Care Services), Primary Requestor (Toki Buchanan), Email (toki.buchanan@acgov.org), Telephone ((510)639-1393), Secondary Requestor, GSA Procurement/Auditor, Contact Name (GSA-Buyer), Email (GSA-Buyer@acgov.org), Telephone ((510)208-9600).

2. Recommended Vendor: Slalom, LLC; PO#: 10641; REQ#: [ ]

Country: United States

Street: 821 Second Avenue, Ste 1900; City: Seattle; State: WA; Zip: 98104

3. Procurement Type (check all appropriate boxes below):

Form with checkboxes for 'New Contract', 'Renewal Contract', 'Contract Amendment-Term' (checked), 'Contract Amendment-Value', and 'Other'.

4. Total PO/Contract Value (including increase, if \$2373259.00; Increase Value (if any) \$0.00

5. **Goods/Services Procurement Description:**

consulting and business transformation services

6. **Brief explanation of why goods/services are required:**

complete implementation of a contract and database management system -Contract Lifecycle Management (CLM)

7. **Date Goods/Services Needed:**

07/01/2022

a. **What are the consequences if the date goods/services needed is not**

We will not have the additional go-live support and maintenance for new system functionalities released in the CLM system for FY 2022-23 ACBH contracts.

8. **Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

The nature of their business prevents Slalom to subcontract with SLEB-certified vendor.

9. **IF APPLICABLE:**  **New Sole Source submitted to Procurement**

**Existing Approved Exception on**

**Not**

10. **Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. Please see draft Board Letter attached.

b. N/A

c. N/A

**Supporting Documents:**

Slalom\_SSA\_BL\_071922\_wv062022.doc

11. **If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:

No:

If No,

N/A

Expedite

*(Check this box to expedite processing)*

12. Department Certification: I certify to the accuracy of the preceding statements,

LOPEZR-2

Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Rickie Michelle

Print Name

06/23/2022

Date

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OAP to complete below:

A. Request Approved:  Waiver Valid Through:  SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

RCHUON

Signed by GSA-Office of Acquisition Policy (Required)

06/24/2022

Date

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact

**BY:** 2023

The increase (decrease) in anticipated revenue, as follows:

<b>ORG</b>	<b>ACCT</b>	<b>PROG</b>	<i>Informational</i> <b>PROJ/GR</b>	<b>AMOUNT</b>
350551	452120	00000		\$125,000
			<b>ORG TOTAL</b>	\$125,000

<b>ORG</b>	<b>ACCT</b>	<b>PROG</b>	<i>Informational</i> <b>PROJ/GR</b>	<b>AMOUNT</b>
			<b>ORG TOTAL</b>	\$0

**GRAND TOTAL ANTICIPATED REVENUE** \$125,000

The increase (decrease) in appropriations, as follows:

<b>ORG</b>	<b>ACCT</b>	<b>PROG</b>	<i>Informational</i> <b>PROJ/GR</b>	<b>AMOUNT</b>
350500	610000	00000		\$125,000
			<b>ORG TOTAL</b>	\$125,000

<b>ORG</b>	<b>ACCT</b>	<b>PROG</b>	<i>Informational</i> <b>PROJ/GR</b>	<b>AMOUNT</b>
			<b>ORG TOTAL</b>	\$0

**GRAND TOTAL APPROPRIATION** \$125,000

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **20th** day of September, 2022, to wit:

**AYES:** Supervisors Brown, Haubert, Miley, Valle, & President Carson – 5

**NOES:** None

**EXCUSED:** None



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**PRESIDENT, BOARD OF SUPERVISORS**

File: 30889  
Agenda No: 16  
Document No: R-2022-454F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

**ATTEST:**  
Clerk, Board of Supervisors

By:   
Deputy