WCF INSURANCE
100 West Towne Ridge Parkway
Sandy, UT 84070
(800) 446-2667 | wcf.com

December 9, 2020

TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

RE: TriCounty Health Department

Dear Policyholder:

Thank you for choosing WCF Mutual Insurance Company to provide your workers' compensation coverage.

We invite you to take advantage of the services offered on our website. In addition to reporting claims, you can also report payroll, pay invoices, view and print loss runs, and access a wealth of safety resources and posters.

Timely reporting of claims is essential for good claims management. We encourage you to report all claims within twenty-four hours of injury. We will begin investigating your claim promptly. If you do not hear from the adjuster within two business days of filing the claim, please contact us at claims@wcf.com or (800) 446-2667.

For information about preferred physicians and claims management, please contact us at (800) 446-2667 or visit our website at wcf.com.

We appreciate and value your business. Please contact us with your questions or comments at (800) 446-2667 or customerservice@wcf.com.

Sincerely,

Ray D. Pickup
CEO & President

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

Workers Compensation and Employers Liability Insurance Policy

NCCI Co Number: **19933** | INFORMATION PAGE | Policy Number: **4032064**

1. INSURED/MAILING ADDRESS:

TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

Insured Is: **Governmental Entity**
Renewal of Policy No: **New**
F.E.I.N. 851584065
NCCI Risk Id

Other workplaces not shown above: See Schedule WC 200 A
Other named insured (if applicable):

2. POLICY PERIOD: From 01/01/2021 to 01/01/2022 at 12:01am at the Insured's mailing address

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here:

UT

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	**$100,000**	**Each Accident**
Bodily Injury by Disease	**$500,000**	**Policy Limit**
Bodily Injury by Disease	**$100,000**	**Each Employee**

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

None

D. This policy includes these endorsements and schedules:

See Schedule WC 200 C

4. PREMIUM:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
See Schedule WC 200 D				
			Expense Constant Total Estimated Annual Cost:	**$200.00** **$10,166.00**

Minimum Premium: **$434.00 Utah**
Deposit Premium:

If indicated below, interim adjustments of premium shall be made:
____ Semi-annually; ____Quarterly; ____Monthly

PRODUCER:
Moreton & Company
P O Box 58139
SALT LAKE CITY, UT 84158-0139
(801) 531-1234

Countersigned By

Issue Date: 12/09/2020 | Issuing Office: Sandy, Utah

SCHEDULE OF OTHER WORKPLACES

Name of Insured: TriCounty Health Department
Name of Insurer: WCF Mutual Insurance Company
Policy Number: 4032064
Policy Period: 01/01/2021 at 12:01am to **01/01/2022 at 12:01am**

Name/Address	Fein	#Employees
TriCounty Health Department 133 S 500 E Vernal, UT 84078-2728	851584065	0
TriCounty Health Department 409 S 200 E Roosevelt, UT 84066-3314	851584065	0

WC 200A

Workers Compensation and Employers Liability Insurance Policy

SCHEDULE OF ENDORSEMENTS

Name of Insured: **TriCounty Health Department**
Name of Insurer: **WCF Mutual Insurance Company**
Policy Number: **4032064**
Policy Period: **01/01/2021 at 12:01am to 01/01/2022 at 12:01am**

Endorsement Number	Description
WC 00 00 01 A	Information Page
WC 200 A	Schedule of Other Workplaces
WC 200 C	Schedule of Endorsements
WC 200 D	Schedule of Operations
WC 00 00 00 C	Conditions
WC 43 06 02	Utah Cancellation Endorsement
WC 00 04 06 A	Premium Discount
WC 00 04 14 A	Notification of Change in Ownership
WC 00 04 19	Premium Due Date
WC 00 04 21 E	Catastrophe (Other Than Certified Acts of Terrorism) Premium
WC 00 04 22 C	Terrorism Risk Insurance Program Reauthorization Act Disclosure
WC 00 04 24	Audit Noncompliance

Workers Compensation and Employers Liability Insurance Policy

SCHEDULE OF OPERATIONS

Name of Insured: TriCounty Health Department
Name of Insurer: WCF Mutual Insurance Company
Policy Number: 4032064
Policy Period: 01/01/2021 to 01/01/2022 at 12:01am

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
STATE: Utah 01/01/2021 to 01/01/2022 at 12:01 AM				
CLERICAL OFFICE EMPLOYEES NOC	8810	954,000	0.13	$1,240
COUNTY EMPLOYEES	9416	525,000	1.92	$10,080
TOTAL MANUAL PREMIUM				**$11,320**
EMPLOYERS LIABILITY 100/500/100	9800	11,320	0.00%	$11,320
TOTAL STANDARD PREMIUM				**$11,320**
PREMIUM SIZE DISCOUNT	0063	11,320	-13.92%	$9,744
EXPENSE CONSTANT	0900	9,744	$200.00	$9,944
TERRORISM	9740	1,479,000	0.005	$10,018
CATASTROPHE-OTHER THAN CERTIFIED ACTS	9741	1,479,000	0.01	$10,166
ESTIMATED ANNUAL PREMIUM				**$10,166**
Total Due For: UT				**$10,166**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this
policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

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such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this
Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

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papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX—CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

In Witness Whereof, the company has caused this policy to be executed.

Ray Pickard

President

Dennis V. Floyd

Secretary

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Utah Cancellation Endorsement

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

Cancellation Section (D) of Part Six --Conditions is replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.

2. If this policy has been previously renewed or has been in effect for at least 60 days, the provisions of this paragraph 2 apply. We may cancel this policy for one of the following reasons:
   a. You fail to pay all premiums when due;
   b. A material misrepresentation;
   c. A substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract;
   d. Substantial breaches of contractual duties, conditions or warranties.

   We will mail or deliver to you not less than 30-days advance written notice stating when the cancellation is to take effect, except in the event you fail to pay your premiums when due, in which case we will mail or deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect. Should we cancel for non-payment of premiums, we must state this as the reason for the cancellation on our notice of cancellation. Should we cancel for any of the other reasons above, we must either state the facts on which our decision is based or notify you of your right to make a written request for that information. Mailing a cancellation notice via first class mail to you at your mailing address last known to us will be sufficient to prove notice.

3. If this policy has not previously been renewed and has been in effect less than 60 days, we may cancel the policy for any reason and without a statement of reasons. We will deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect.

4. The policy period will end on the day and hour stated in the cancellation notice.

B. **Renewal/Nonrenewal**

1. You have the right to have the insurance renewed unless:

   a. The policy has been cancelled:

   b. The policy is expressly designated as nonrenewable;

   c. You fail to pay the renewal premium by the due date. We will mail the renewal notice to you not more than 45 days nor less than 14 days prior to the renewal effective date. The renewal notice will include the estimated renewal premium, how it may be paid, and state that failure to pay the renewal premium by the due date extinguishes your right to the renewal; or

   d. We give you 30-days notice of nonrenewal prior to the expiration or the anniversary date. We must deliver or send the notice by first class mail to your last known mailing address.

2. If we offer to renew the policy but on less favorable terms or at higher rates, the new terms or rates will take effect on the renewal date if we delivered or sent by first class mail to you notice of the new terms or rates at least 30 days prior of the expiration date of the prior policy. The prior notice requirement does not apply if the only change is a rate increase generally applicable to your class of business, a rate increase resulting from a classification change, or a policy form change made to make the form consistent with Utah law.

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PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State** **Estimated Eligible Premium**

	First $10,000	Next $190,000	Next $1,550,000	Balance
UT	0.00%	10.90%	12.60%	14.40%

2. Average percentage discount: 13.92

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.

Insured TriCounty Health Department Premium $10,166.00
133 S 500 E
Vernal, UT 84078-2728

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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90-DAY REPORTING REQUIREMENT --NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.

Insured TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

Premium $10,166.00

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.
Insured TriCounty Health Department Premium $10,166.00
133 S 500 E
Vernal, UT 84078-2728

Insurance Company WCF Mutual Insurance Company Countersigned by_____

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Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.

Insured TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

Premium $10,166.00

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property, or infrastructure.
c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

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Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.

Insured TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

Premium $10,166.00

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five --Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 --Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
UT	$10,166.00	2.0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/01/2021 Policy No. 4032064 Endorsement No.

Insured TriCounty Health Department Premium $10,166.00

133 S 500 E

Vernal, UT 84078-2728

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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WCF INSURANCE

DO YOU USE SUBCONTRACTORS?

Please obtain a certificate of insurance verifying workers' compensation insurance coverage from all independent contractors that you engage before they begin work under the contract. This will avoid additional premium at the time of your final audit because of work performed by independent contractors.

A certificate of insurance verifies that the independent contractor has workers' compensation insurance coverage of their own. WCF Mutual Insurance Company will charge premium if you do not provide certificates of insurance showing coverage for any independent contractor during the time they perform services for you. Requirements for independent contractor status vary by state. For additional information please contact your agent or underwriter.

WCF INSURANCE

WCF INSURANCE
POLICYHOLDER SAFETY RESOURCES

As your business partner, WCF Insurance wants to help you find solutions to protect your employees and assist in reducing your insurance premiums. WCF offers you and your employees several safety and health resources through a variety of learning activities and on-site safety and health support with minimal or no cost to WCF policyholders.

CONSULTATION SERVICES

WCF safety and health consultants can assist you with the following:

- Onsite training
- Hazard identification
- Implementation, evaluation, or improvement of safety programs
- Safety culture assessment – a confidential survey to evaluate employee and manager opinions regarding safety at your workplace
- Monitoring: dusts, chemicals, noise, heat, or other hazards
- Ergonomic assessments
- Safety management systems audit – compare your program to International Organization for Standardization (ISO) standards

WCF.COM

- On-demand safety seminars
- Safety video library
- Safety posters
- Safety topic guides in English and Spanish
- Checklists/handbooks
- Payroll stuffers
- Maintain OSHA 300 log
- Electronic newsletter
- Loss runs/claims dashboard

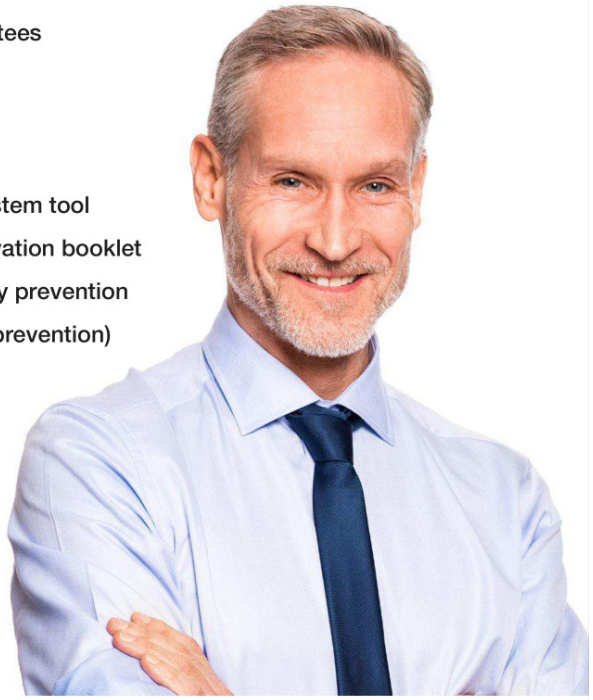
SAFETY SEMINARS

- 100+ customer training seminars each year throughout the western U.S.

SAFETY TOOLKITS

Information packets designed to help you with specific areas of workplace safety:

- Balanced scorecard (set safety goals and track progress)
- Effective safety committees
- Motor vehicles
- Forklift safety
- Incident investigation
- Safety management system tool
- Employee safety observation booklet
- Severe injury and fatality prevention
- Walk safe (slip and fall prevention)
- Lift safe for healthcare



Unsure of what risks your company has?
WCF health and safety consultants have an average of 18 years of experience and can help you determine your safety needs.

Contact your assigned WCF health and safety consultant to request services, or contact the WCF safety department at **385.351.8103** to have a safety and health consultant visit with you.

NOTICE
THAT

Employer: TriCounty Health Department
133 S 500 E
Vernal, UT 84078-2728

Policy Number: 4032064
Effective Date: 01/01/2021 at 12:01am

has complied with the provisions of the Workers' Compensation Act, Title §34A-2-101, Utah Code Annotated 1997 (as amended), and the rules of the Labor Commission, and has insured the liability to pay the compensation and other benefits provided by said Act by insuring with Insurance Carrier: **WCF MUTUTAL INSURANCE COMPANY.** Address for the above insurance carrier is **100 West Towne Ridge Parkway (9620 South), Sandy, Utah 84070** and telephone numbers are **385-351-8000** or Toll Free **1-800-446-2667.** Internet: **wcf.com**

WORKERS' COMPENSATION

IS INSURANCE WHICH PROTECTS YOU DURING WORK. IF YOU HAVE AN ON-THE-JOB INJURY OR OCCUPATIONAL DISEASE, IT WILL PAY FOR: HOSPITAL AND MEDICAL BILLS * TIME LOST FROM WORK * PERMANENT LOSS OF BODY FUNCTION * PROSTHETIC DEVICES * BURIAL BENEFITS IN DEATH CASES.

HOW TO REPORT AN ACCIDENT

1. Report the injury - no matter how slight - to your boss immediately. (You may lose your rights if your injury is not reported promptly.)

2. Ask your employer to fill out the employer's first report of injury form. A copy of this report is to be given to you and copies are to be sent to the insurance company within seven (7) days of the accident.

3. If your employer has a first-aid room or company designated doctor, go there promptly for treatment. If not, go to a doctor of your choice.

4. Tell the doctor **HOW, WHEN and WHERE** the accident happened. The doctor will fill out a medical report form. Copies of the report are to be sent within seven (7) days of your visit to (1) the insurance company, (2) the Labor Commission and (3) you, the employee.

HOW TO START COMPENSATION

1. Ask your employer which insurance company pays workers' compensation for your company.

2. Ask your doctor to send a medical report to that insurance company.

3. Ask your employer to send a report of the accident to that insurance company.

4. Call the insurance company and ask them to start your workers' compensation benefits. The insurance company will require the doctor's report, employer's, report, and may ask you to fill out a request for compensation.

REHABILITATION

IF YOU CANNOT RETURN TO WORK, YOU MAY BE ELIGIBLE FOR A REHABILITATION PROGRAM - CALL YOUR INSURANCE CARRIER AS LISTED ABOVE.

FRAUD

For your protection, Utah law requires the following to appear on this form:
"Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime may be subject to fines and confinement in state prison."

STATE OF UTAH

LABOR COMMISSION
160 EAST 300 SOUTH, PO BOX 146610, SALT LAKE CITY UT 84114-6610
(801)530-6800 - (800)530-5090 - (801)530-7685 TDD

If you want an Employee's Guide to Workers Compensation or have questions, call the Labor Commission at the above listed numbers.

NOTE: This notice must be posted and kept continuously in a public and conspicuous place in the office, shop or place of business of the employer as per §34A-2-204, Utah Code Annotated, 1997.

Notice of Privacy Policy and Insurance Information Practices

Privacy Notice

We appreciate the trust you have placed in us and we continuously strive to earn and maintain that trust. We understand the importance of protecting the confidentiality and security of your nonpublic personal information. We have a long history of protecting our customers' privacy.

We may collect personal data to underwrite policies for our customers and to adjust claims for our current and former customers' employees.

Confidentiality and Security of Your Nonpublic Personal Information

We maintain appropriate physical, electronic, and procedural safeguards to assure the confidentiality and security of your nonpublic personal information contained in our records. Internally, we restrict access to nonpublic personal information contained in our records about you to our employees who need to know that information to provide services to you.

Categories of Information That We Collect

We may collect nonpublic personal information about you from the following sources:

- Information we receive from employers;
- Information we receive from applications and other forms;
- Information we receive from regulatory agencies;
- Data from medical professionals to process, evaluate, and defend claims;
- Information about your transactions with our affiliates, others, or us; and
- Information that we receive from consumer credit agencies.

Categories of Parties to Whom We May Disclose Information

We do not disclose personal data we collect unless disclosure is authorized or required by law. We may disclose personal data to employees, agents, and third parties who perform services for us. We may disclose personal data to regulatory and law enforcement authorities.

Changes to Our Notice of Privacy Policy and Insurance Information Practices

We reserve the right to change our privacy policies and insurance information practices. If we make any changes to our policies or practices, we will provide you with a copy of a revised notice as required by applicable law.

WCF INSURANCE

Policyholder Online Tools and Resources

We focus on developing friendly and accessible internet services to get you the information you need quickly. We also offer a variety of services to help you manage your workers' compensation policy. From our website you can do the following:

FILE A CLAIM
Claims filed online are processed within four hours.

REVIEW CLAIMS STATUS
After inputting a claim number, the claim status feature will allow you access to specific information about existing claims.

OBTAIN A LOSS RUN
Loss runs provide a history of compensation and medical payments made on claims during a certain period of time. They are available in summary, partial, and full-detail format.

MAINTAIN AN OSHA 300 LOG
The OSHA 300 Log application was created for policyholders to generate and maintain a report of claims that have been marked as OSHA recordable. There are many links with pertinent information about OSHA regulations as well as information on maintaining an OSHA 300 Log.

MAKE A PAYMENT ONLINE
You can easily make premium payments online. All you need to make a payment online is your policy number, invoice number, and your federal tax identification number.

SIGN UP FOR THE ELECTRONIC POLICYHOLDER NEWSLETTER
Policyholders can sign up to receive current safety and policy information from our electronic newsletter.

ONLINE INVOICE VIEWING
Online Invoice Viewing is a service available on our website to assist you in accessing information regarding your policy. You are able to:

- View periods of policy coverage
- View payment history
- View and print invoices
- View and print payroll reports

Detailed information and copies of previous invoices are available by selecting any options available in blue text.

WCF INSURANCE

100 West Towne Ridge Parkway, Sandy, UT 84070
(800) 446-2667 | wcf.com

Authorization Agreement for Automatic Payments (ACH Debits)

Company Name TriCounty Health Department	Account Number 22019
Phone Number	Email Address

☐ Initiate New Authorization Agreement ☐ Change an Existing Authorization Agreement

IMPORTANT TERMS

This agreement will remain in force for as long as the policy is in effect and will continue each renewal year unless terminated. If the policy is canceled, this agreement will be suspended. If the policy is reinstated, this agreement will be reinstated.

Future premium developed by audit will not be paid as part of this agreement.

I authorize WCF Insurance* to initiate ACH debits from the ☐ checking account ☐ savings account (select one) indicated below.

I acknowledge that the debits will be for premium, payment arrangements and issued final audit invoices only.

I acknowledge that the origination of ACH transactions to my account must comply with United States law.

Financial Institution	Branch	
City	State	Zip

☐ Individual ☐ Business Account (select one)

Routing Number	Account Number

This authorization will remain in full effect until you notify WCF Insurance, in writing, that you want to terminate it. After receiving written notification, WCF Insurance and your financial institution may take up to 30 days to process the termination. WCF Insurance may terminate this agreement at any time.

Name(s) _____ Title(s) _____
(please print)

Signature(s) _____ Date _____

If you have questions about this form, please contact the WCF accounting department at (385) 351-8030 (toll free at (800) 446-2667 ext. 8030) email the accounting department at finance@wcf.com, or fax (385) 351-8111.

Internal Use Only	Account Number
Date Received	Date Entered
Received By	Entered By
Comments/Changes	

* WCF Insurance is the brand and marketing name for WCF Mutual Insurance Company (NAIC #10033), a Utah insurance corporation, and WCF National Insurance Company (NAIC #40517), domiciled in Utah and licensed in all 50 states and the District of Columbia. WCF Insurance, 100 W. Towne Ridge Parkway, Sandy, Utah, 84070.