

Contract Agreement

This Agreement to provide temporary staffing services for the Department of Registration and Elections is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” or “Owner” and **ABACUS CORPORATION**, hereinafter referred to as “**Agency**” authorized to transact business in the State of Georgia.

Contract Documents

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of State of Georgia, Department of Administrative Services Contract, 99999-SPD0000136, Temporary Staffing Services
- III. Exhibit A: Scope of Services
- IV. Exhibit B: Compensation
- V. Exhibit C: Certificate of Insurance
- VI. Exhibit D: Georgia Security and Immigration Contractor Affidavit
- VII. Exhibit E: Service Level Agreement
- VIII. Exhibit F: Fulton County 2024 Pay and Holiday Calendar

This Agreement was approved by the Fulton County Board of Commissioners on July 10, 2024, BOC Item 24-0472.

Contract Term

The contract will commence as of July 10, 2024 through December 31, 2024, for the General Election and the General Run-off Elections (until all activities for closing-out the referenced elections have been completed or until authorized spending authority has been exhausted).

Compensation

Compensation for work performed by Agency on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit B, Compensation.

The total contract amount for the Project shall not exceed \$4,200,514.80 (Four Million Two Hundred Thousand Five Hundred Fourteen Dollars and Eighty Cents), which is full payment for a complete scope of work.

Modifications

If during the course of performing the Project, County and Consultant agree that due the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department and when it is necessary to make changes to the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract Compliance. The Department of Purchasing & Contract Compliance will issue a Purchase Order Modification documenting the modification to the Agreement to the Vendor and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

Indemnification

Agency shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole, or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s),

as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Agency agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number 99999-SPD-0000136. Agency agrees to maintain insurance coverage during the entire term of this Agreement and until all work has been completed to the satisfaction of the County. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Proof of insurance, Certificate of Insurance ("COI") with policy limits, must be provided prior to the start of any activities/services and attached herein as Exhibit C.

Personnel

Agency agrees that the temporary staff provided to County pursuant to this Agreement shall not be County employees under local, state and federal law. Agency agrees that it is an equal opportunity employer and shall comply with all local, state and federal employment laws including the Americans with Disabilities Act and the Pregnant Worker Fairness Act. Agency shall receive requests for accommodation and complaints of violations of employment laws made by Agency's temporary staff pursuant to local, state and federal law. Agency shall be responsible for providing accommodations and shall bear the costs, if any, of providing such accommodations as necessary under applicable local, state and federal law. Agency shall be responsible for and bear the costs of investigating complaints of violations of employment laws made by Agency temporary staff against Agency under applicable law. Agency shall also take necessary steps to remedy violations of employment laws against Agency temporary staff by Agency. County agrees to forward all requests for accommodation and complaints by Agency temporary staff received by County to Agency.

Reporting Responsibilities

Agency will report directly to the Director of the Department of Registration and Elections, or designated representative.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Agency to:

Director
Department of Registration and Elections
141 Pryor Street, Suite
Atlanta, Georgia 30303
Attn: Nadine Williams
Email: Nadine.williams@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to:

Drew Davanzo, CSP
Abacus Corporation
610 Gusryan Street
Baltimore, MD 21224
Attn: Drew Davanzo
Email: dd@abacusccorporation.com

Cooperation with other Consultants

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

AGENCY:

FULTON COUNTY, GEORGIA

ABACUS CORPORATION

DocuSigned by:
Robert L. Pitts
14F1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Michael Brady
576A93ADB4240F...
Drew Davanzo
CPS

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by:
Secretary/
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
8EC92EDADEFB4B8...
Office of the County Attorney

DocuSigned by:
Angela Meek
576A93ADB4240F...
Notary Public

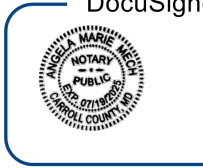
APPROVED AS TO CONTENT:

County: Carroll

DocuSigned by:
Nadine Williams
AEB88E4898C64D2...
Nadine Williams, Director
Department of Registration and Elections

Commission Expires: 07/19/2025

DocuSigned by:
(Affix Notary Seal)



ITEM#: _____ RCS: _____	ITEM#: <u>24-0472</u> RM: <u>7/10/2024</u> 2nd Regular Meeting
RECESS MEETING	REGULAR MEETING

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The Agency shall provide temporary staffing services for the Department of Registration and Elections to include the General Election and the General Run-off Elections.

A. Agency shall provide the temporary staffing positions detailed in the Position and Rate Schedule in Exhibit B.

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays and Sundays) must have prior written approval of the County.

C. Observed Holidays

The County observes the following holidays (see Exhibit F):

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

D. Pay Period

The Agency's pay periods shall coincide with the County's pay periods (See Exhibit F).

E. Automated Time and Attendance System

The Agency must utilize an automated time and attendance system in order to document employees' time and attendance.

F. Dashboard

Agency shall provide the County with access to the Dashboard in order to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Agency will report directly to the Director of the Department of Registration and Elections or designated representative.

H. Work Locations

Temporary Staff positions identified will report to the following work locations as directed by the County:

Early Voting sites located throughout Fulton County as specified per individual election by Fulton County Department of Voter Registration and Elections.

- I. Candidate names submitted by the Department of Registration and Elections to Agency for consideration for any open positions should be given priority for screening. A report regarding the disposition of the Candidates must be provided on a monthly basis to the Director of the Department of Registration and Elections.

EXHIBIT B

COMPENSATION

COMPENSATION

Services provided under Exhibit A shall be compensated on an hourly rate basis for a total not to exceed amount of \$4,200,514.80 (Four Million Two Hundred Thousand Five Hundred Fourteen Dollars and Eighty Cents). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position and Rate Schedule.

INVOICING AND PAYMENT

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government 141 Pryor Street, SW Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

2024 TEMP STAFF - AUG TO DEC ONLY								
Fulton County Department of Registration & Elections					NOTE> Temp Agency to Please input bill rates and file will calculate the BILLED costs as formulas are built already			
ABACUS CORPORATION								
GENERAL ELECTION - NOV 5, 2024 - UNIT 2653								
TEMP STAFF WORK DATES: August to NOV 2024								
							FORMULA	
1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Temp Work Dates
Election Coordinators & Assistants - TEMP								
Regional Election Coordinator 1	3	18.50	\$ 23.68	\$ 35.52	640	100	\$ 56,121.60	8/12-11/30
Regional Election Coordinator 2	7	21.00	\$ 26.88	\$ 40.32	640	100	\$ 148,646.40	8/12-11/30
Regional Election Coordinator 2- Lead	1	24.00	\$ 30.72	\$ 46.08	640	100	\$ 24,268.80	8/12-11/30
Instructors	8	30.60	\$ 39.17	\$ 58.75	200	40	\$ 81,472.00	
Class Assistants	8	16.00	\$ 20.48	\$ 30.72	200	40	\$ 42,598.40	
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	600	40	\$ 16,896.00	8/19-11/30
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	360	40	\$ 10,752.00	10/1-11/30
VOTER EDUCATION / ADMIN - TEMP								
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	480	40	\$ 13,824.00	9/04-11/30
Voter Education Officers	5	21.00	\$ 26.88	\$ 40.32	656	96	\$ 107,520.00	8/12-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	4	26.00	\$ 35.88	\$ 53.82	288	80	\$ 58,556.16	8/12-11/30
SUPPLIES & LOGISTICS - TEMP								
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	480	100	\$ 16,128.00	9/4-11/30
Courier - Fleet Coordinator	5	21.60	\$ 29.80	\$ 44.70	480	96	\$ 92,976.00	9/4-11/30
Couriers	2	19.00	\$ 26.22	\$ 39.33	480	96	\$ 32,722.56	9/4-11/30
Couriers	33	19.00	\$ 26.22	\$ 39.33	360	96	\$ 436,091.04	10/01-11/30
Couriers	30	19.00	\$ 26.22	\$ 39.33	320	96	\$ 364,982.40	10/10-11/30
AB Drop Box / Supply Couriers	8	17.00	\$ 23.46	\$ 35.19	320	32	\$ 69,066.24	10/1-11/30
Reconciliation	8	17.00	\$ 21.76	\$ 32.64	200	20	\$ 40,038.40	10/28-11/30
Reconciliation	8	17.00	\$ 21.76	\$ 32.64	160	20	\$ 33,075.20	11/4-11/30
Information Technology- TEMPS								
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	696	120	\$ 22,425.60	8/1-11/30
Systems Specialist - Lead	3	23.00	\$ 29.44	\$ 44.16	160	20	\$ 16,780.80	
Systems Specialist	30	22.00	\$ 28.16	\$ 42.24	160	20	\$ 160,512.00	
Field Technicians	36	22.00	\$ 28.16	\$ 42.24	160	132	\$ 362,926.08	
REGISTRATION - TEMP								
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	440	80	\$ 14,336.00	9/16-11/30
Call Center	12	17.00	\$ 21.76	\$ 32.64	440	80	\$ 146,227.20	9/16-11/30
Data Entry Clerk	10	18.00	\$ 23.04	\$ 34.56	600	80	\$ 165,888.00	8/19-11/30
Front Office Specialists	5	18.00	\$ 23.04	\$ 34.56	656	80	\$ 89,395.20	8/12-11/30
Quality Control	5	18.00	\$ 23.04	\$ 34.56	440	80	\$ 64,512.00	9/16-11/30
Courier- Mail Room	2	19.00	\$ 26.22	\$ 39.33	600	80	\$ 37,756.80	8/19-11/30
ABSENTEE - TEMP								
Absentee Specialists	20	19.00	\$ 24.32	\$ 36.48	680	80	\$ 389,120.00	8/5-11/30
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	600	80	\$ 18,432.00	8/19-11/30
Courier - Fleet Coordinator Mail Room	2	21.60	\$ 29.80	\$ 44.70	600	80	\$ 42,912.00	8/19-11/30
Courier- Mail Room	2	19.00	\$ 26.22	\$ 39.33	600	80	\$ 37,756.80	8/19-11/30
ADVANCE VOTING LOCATIONS - TEMP								
			Adv Voting Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					
Advance Voting Trainers	6	25.00	\$ 32.00	\$ 48.00	440	100	\$ 113,280.00	
Compliance Officer	6	20.00	\$ 25.60	\$ 38.40	160	124	\$ 53,145.60	
Executive Assistant	1	20.00	\$ 25.60	\$ 38.40	600	80	\$ 18,432.00	8/19-11/30
Regional Election Coordinator 2	4	21.00	\$ 26.88	\$ 40.32	656	100	\$ 86,661.12	8/5-11/30
Regional Election Coordinator 2- Lead	1	24.00	\$ 30.72	\$ 46.08	656	100	\$ 24,760.32	8/5-11/30
Advance Voting - Manager	36	23.00	\$ 29.44	\$ 44.16	200	124	\$ 409,098.24	
Advance Voting - Asst. Mgr	72	20.00	\$ 25.60	\$ 38.40	200	124	\$ 711,475.20	
Advance Voting - Processing Clerk	252	17.00	\$ 21.76	\$ 32.64	144	124	\$ 1,809,561.60	
AV Line Monitor	36	17.00	\$ 21.76	\$ 32.64	144	124	\$ 258,508.80	
Advance Voting- Outreach Mgrs	2	23.00	\$ 29.44	\$ 44.16	32	0	\$ 1,884.16	
Advance Voting- Outreach Asst. Mgrs	8	20.00	\$ 25.60	\$ 38.40	32	0	\$ 6,553.60	
Advance Voting- Outreach Clerks	16	17.00	\$ 21.76	\$ 32.64	32	0	\$ 11,141.12	
Reserves - AV Manager/Asst Mgr - Training	50	23.00	\$ 29.44	\$ 44.16	8		\$ 11,776.00	
Reserves - AV Clerk - Training	50	17.00	\$ 21.76	\$ 32.64	8		\$ 8,704.00	
TOTAL TEMP LABOR COSTS	804						\$ 6,739,697.44	

NOTE> Temp Agency to Please input bill rates and file will calculate the BILLED costs as formulas are built already.						
GENERAL RUN-OFF DEC 3, 2024 - UNIT 2658						
TEMP STAFF WORK DATES: December 2024						
						FORMULA
1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS
<u>Election Coordinators & Assistants - TEMP</u>						
Regional Election Coordinator 1	3	\$ 23.68	\$ 35.52	160	25	\$ 14,030.40
Regional Election Coordinator 2	7	\$ 26.88	\$ 40.32	160	25	\$ 37,161.60
Regional Election Coordinator 2- Lead	1	\$ 30.72	\$ 46.08	160	25	\$ 6,067.20
Instructors	2	\$ 39.17	\$ 58.75	16	0	\$ 1,253.44
Class Assistants	2	\$ 20.48	\$ 30.72	16	0	\$ 655.36
Executive Assistant	2	\$ 25.60	\$ 38.40	120	25	\$ 8,064.00
<u>VOTER EDUCATION / ADMIN - TEMP</u>						
Executive Assistant	1	\$ 25.60	\$ 38.40	160	10	\$ 4,480.00
Voter Education Officers	5	\$ 26.88	\$ 40.32	160	32	\$ 27,955.20
<u>Community Engagement Mobile Outreach Vehicle</u>						
Drivers	4	\$ 35.88	\$ 53.82	64	32	\$ 16,074.24
<u>SUPPLIES & LOGISTICS - TEMP</u>						
Executive Assistant	1	\$ 25.60	\$ 38.40	160	40	\$ 5,632.00
Courier - Fleet Coordinator	5	\$ 29.80	\$ 44.70	160	40	\$ 32,780.00
Couriers	35	\$ 26.22	\$ 39.33	120	40	\$ 165,186.00
Couriers	30	\$ 26.22	\$ 39.33	120	40	\$ 141,588.00
AB Drop Box / Supply Couriers	8	\$ 23.46	\$ 35.19	120	16	\$ 27,025.92
Reconciliation	16	\$ 21.76	\$ 32.64	120	16	\$ 50,135.04
<u>Information Technology- TEMPS</u>						
Executive Assistant	1	\$ 25.60	\$ 38.40	160	40	\$ 5,632.00
Systems Specialist-Lead						
Systems Specialist						
Field Technicians	36	\$ 28.16	\$ 42.24	80	48	\$ 154,091.52
<u>REGISTRATION - TEMP</u>						
Executive Assistant	1	\$ 25.60	\$ 38.40	120	40	\$ 4,608.00
Call Center	12	\$ 21.76	\$ 32.64	120	40	\$ 47,001.60
Data Entry Clerk	10	\$ 23.04	\$ 34.56	120	40	\$ 41,472.00
Front Office Specialists	5	\$ 23.04	\$ 34.56	160	40	\$ 25,344.00
Quality Control	5	\$ 23.04	\$ 34.56	120	40	\$ 20,736.00
Courier- Mail Room	2	\$ 26.22	\$ 39.33	160	40	\$ 11,536.80
<u>ABSENTEE - TEMP</u>						
Absentee Specialists	20	\$ 24.32	\$ 36.48	160	40	\$ 107,008.00
Executive Assistant	1	\$ 25.60	\$ 38.40	160	40	\$ 5,632.00
Courier - Fleet Coordinator Mail Room	2	\$ 29.80	\$ 44.70	160	40	\$ 13,112.00
Courier- Mail Room	2			160	40	\$ -
<u>ADVANCE VOTING LOCATIONS - TEMP</u> Adv Voting Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm						
Advance Voting Trainer	6	\$ 32.00	\$ 48.00	56	20	\$ 16,512.00
Compliance Officer	6	\$ 25.60	\$ 38.40	128	50	\$ 31,180.80
Executive Assistant	1	\$ 25.60	\$ 38.40	160	50	\$ 6,016.00
Regional Election Coordinator 2	4	\$ 26.88	\$ 40.32	160	80	\$ 30,105.60
Regional Election Coordinator 2- Lead	1	\$ 30.72	\$ 46.08	160	80	\$ 8,601.60
Advance Voting - Manager	36	\$ 29.44	\$ 44.16	80	50	\$ 164,275.20
Advance Voting - Asst. Mgr	72	\$ 25.60	\$ 38.40	80	50	\$ 285,696.00
Advance Voting - Processing Clerk	252	\$ 21.76	\$ 32.64	56	50	\$ 718,341.12
AV Line Monitor	36	\$ 21.76	\$ 32.64	56	50	\$ 102,620.16
Advance Voting- Outreach Mgrs	2	\$ 29.44	\$ 44.16	24	0	\$ 1,413.12
Advance Voting- Outreach Asst. Mgrs	8	\$ 25.60	\$ 38.40	24	0	\$ 4,915.20
Advance Voting- Outreach Clerks	16	\$ 21.76	\$ 32.64	24	0	\$ 8,355.84
Reserves - AV Manager/Asst Mgr - Training	50	\$ 29.44	\$ 44.16	8		\$ 11,776.00
Reserves - AV Clerk - Training	50	\$ 21.76	\$ 32.64	8		\$ 8,704.00
TOTAL TEMP LABOR COSTS	759					\$ 2,372,774.96

EXHIBIT C

CERTIFICATE OF INSURANCE



EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

183389
Federal Work Authorization User Identification Number

12/14/2007
Date of Authorization

Abacus Corporation
Name of Contractor

GA SWC – Temporary Services
Name of Project

State of Georgia – DOAS
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April, 11, 2023 in Baltimore (city), MD (state).


Signature of Authorized Officer or Agent
Michael P. Brady, CAO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT E

SERVICE LEVEL AGREEMENT



SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

EXHIBIT F

FULTON COUNTY 2024 PAY AND HOLIDAY CALENDAR

FULTON COUNTY 2024 PAY AND HOLIDAY OBSERVANCES CALENDAR

PAY DAY

HOLIDAY

PAY PERIOD ENDING



JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
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New Year's Day
Monday
January 1



MLK Jr. Day
Monday
January 15



President's Day
Monday
February 19



Memorial Day
Monday
May 27



Juneteenth
Wednesday
June 19



Independence Day
Thursday
July 4



Labor Day
Monday
September 2



Veterans Day
Monday
November 11



Thanksgiving
Thursday & Friday
November 28 & 29



Christmas Eve & Day
Tuesday & Wednesday
December 24 & 25



New Year's Eve
Tuesday
December 31



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Erica Grelli PHONE (A/C, No, Ext): 443-632-3346 E-MAIL ADDRESS: erica.grelli@marshmma.com FAX (A/C, No): 443-632-3498														
INSURED Abacus Corporation 610 Gusryan Street Baltimore MD 21224	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER E : Selective Insurance Co of the Southeast</td> <td>39926</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co	19682	INSURER B : Everest National Insurance Company	10120	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Arch Specialty Insurance Company	21199	INSURER E : Selective Insurance Co of the Southeast	39926	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1096011040**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ no deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			91ML001717-231	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 2164050	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			91EX000407-231	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	WC15893657	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A D	Professional Liability Crime/3rd Party Employee Theft Cyber Liability			91ML001717-231 30 FA 0379744 24 C-4LPY-050099-CYBER-2023	9/28/2023 4/1/2024 10/9/2023	9/28/2024 4/1/2025 9/28/2024	E&O Occurrence: \$1M Theft of Clients Prop Privacy Liability E&O Aggregate: \$2M \$5M Per Occ/Agg \$5,000,000

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

Excess Liability Policy - 2nd Layer - P-001-000048825-06 Effective 9/28/23-9/28/24 Limits: \$10,000,000 each occurrence \$10,000,000 general aggregate.

Carrier Axis Surplus Insurance

RE: Work Performed by Named Insured

Fulton County Government, Its Officials, Officers and Employees are Additional Insured under the General Liability, Automobile Liability, and Umbrella Liability coverages for work performed by the Named Insured, when required by an executed written contract or agreement. Coverage under the General Liability, Automobile Liability, Umbrella Liability is provided on a primary and noncontributory basis, when required by an executed written contract or agreement. A Waiver of Subrogation applies in favor of the Additional Insured(s) under the General Liability, Automobile Liability, Umbrella Liability & Workers Compensation coverages, when required by an executed written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta GA 30303

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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5. Any person (other than your “employee” or “volunteer worker”) or organization while acting as your real estate manager;
6. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. Any person or organization, other than the “named insured”, included as an additional insured under “underlying insurance”, but not for broader coverage than would be afforded by such “underlying insurance”.

Notwithstanding any of the above:

- a. No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a “named insured” in Item 1. of the Declarations; and
- b. No person or organization is an “insured” under this policy that is not an “insured” under applicable “underlying insurance”. This provision shall not apply to any organization set forth in the definition of “named insured” in subparagraphs b. and c.

SECTION V – CONDITIONS

A. Appeals

If the “insured” or the “insured’s” underlying insurers elect not to appeal a judgment in excess of the total applicable limits of “underlying insurance”, we may elect to do so at our own expense. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and pre and post judgment interest associated with such appeal.

B. Bankruptcy Or Insolvency

Your bankruptcy, insolvency, refusal or inability to pay will not relieve us of our obligations under this policy. In the event of bankruptcy, insolvency, refusal or inability to pay of any underlying insurer, the insurance afforded by this policy will not drop down or replace “underlying insurance”, but will apply as if the limits of such “underlying insurance” are fully available and collectible and we will not assume any obligation under “underlying insurance”.

C. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an “insured”; or
2. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an “insured”; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the “insured” and the claimant or the claimant’s legal representative.

D. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance”. However, this provision will not apply if the “other insurance” is specifically written to be excess of this policy.

E. Separation Of “Insureds”

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first “named insured” designated in Item 1. of the Declarations, this insurance applies:

1. As if each “named insured” were the only “named insured”; and
2. Separately to each “insured” against whom claim is made or “suit” is brought.

F. Transfer Of Rights Of Recovery

If any “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The “insured” must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

1. Any person or organization, including the “insured”, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
2. We then will be reimbursed up to the amount we have paid; and
3. Lastly, any person or organization, including the “insured” that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the “insured”, in the ratio of their respective recoveries as finally settled.

If, prior to the time of an “occurrence”, you waive any right of recovery against a specific person or organization for injury or damage as required under an “insured contract”, we will also waive any rights we may have against such person or organization.

G. Maintenance Of “Underlying Insurance”

You agree that during the “policy period”:

1. You will keep “underlying insurance” in full force and effect;
2. The terms, definitions, conditions and exclusions of “underlying insurance” will not materially change;
3. The total applicable limits of “underlying insurance” will not decrease, except for any reduction or exhaustion of aggregate limits by payment of damages to which this policy applies; and
4. Any renewals or replacements of “underlying insurance” will provide equivalent coverage to and afford Limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

H. Duties In the Event Of An Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an “occurrence” or offense which is reasonably likely to result in a claim or “suit” under this policy. To the extent possible, notice should include:
 - a. How, when and where the “occurrence” or offense took place;
 - b. The names and addresses of any injured persons and any witnesses; and
 - c. The nature and location of any injury or damage arising out of the “occurrence” or offense.
2. If a claim is made or “suit” is brought against any “insured” which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable. Written notice should be mailed, delivered, faxed or e-mailed to us as provided in the Declarations with respect to notice in the event of a claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STAFFING INDUSTRY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph **2. Exclusions** under **Section I – Coverages (Coverage A – Bodily Injury and Property Damage Liability)** is amended as follows:

Exclusion **g.** is deleted and replaced by the following:

g. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) Liability assumed under any "insured contract" for the maintenance or "loading or unloading" of an "auto";
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Exclusion **j.** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Additionally, paragraphs (3), (4), (5) and (6) do not apply to:

- (a) "Property Damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients; or
- (b) Liability arising out of services performed by any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

Paragraphs (4), (5) and (6) do not apply to "property damage" arising out of "staffing services".

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

2. Section I – Coverages (Coverage B – Personal and Advertising Injury) is amended as follows:

Exclusion k. does not apply.

Exclusions a., b., e., f., g., h., i., l., and p. do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall be once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown on the Declarations Page has been satisfied.

3. The following Exclusions are added to the policy:

This insurance does not apply to:

- A. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of any activities or services rendered by any "PEO worker".
- B. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of a "wrongful act" in the rendering of, or failure to render, any professional service for your client. For the purposes of this exclusion, "wrongful act" shall mean any actual or alleged error, omission, misstatement, or misleading statement by you or by any person for whose acts you are legally responsible during the course of providing "staffing services" to your clients.
- C. "Bodily injury" or "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

4. Paragraph 1.d. under the Supplementary Payments Section of the policy is deleted and replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

5. Section II – Who Is An Insured is replaced by the following

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than an individual, partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" or interns only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" or interns are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or interns while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" or intern as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
However, your "employee", "volunteer worker", or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.
 - b. Any person (other than your "employee" or "volunteer worker" or intern), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

- f. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 1. “Bodily injury” to an insured if another insured is driving the equipment; or
 2. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is insured under this provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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 until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 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.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Paragraph 2.a. is replaced by the following:
 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.
 You will not be considered to have knowledge of an “occurrence” or an offense which may result in a claim until any of the following is aware of such “occurrence” or offense:
 - (1) If you are an individual, you or your Risk Manager;
 - (2) If you are a corporation, your Corporate Officer or your Risk Manager;
 - (3) If you are a partnership or joint venture, your partner or member, or your Risk Manager; or
 - (4) If you are a limited liability company, your member or your Risk Manager.

2. Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

However, if any insured is required by a written contract or written agreement which is executed before a “staffing services” occurrence to waive their rights of recovery from others, we agree to waive our rights of recovery.

3. The following Condition is added:

Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as the day the revision is effective in your state.

SECTION V – DEFINITIONS is amended as follows:

1. The definition of “coverage territory” is replaced by the following:

“Coverage Territory” means anywhere in the world.

2. The definition of “employee” is replaced by the following:

“Employee includes but is not limited to a “leased worker” and a “staffing services worker”. “Employee” does not include a “temporary worker” or a “PEO worker”.

3. The following definitions are added:

- a.** “PEO service” means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to “PEO workers” in connection with employment of such workers.
- b.** “PEO worker” means a person you lease to your client under a written “PEO service” agreement or contract.
- c.** “Staffing services” means services provided by a staffing company to their clients including but not limited to:
 - (1)** Staffing related administrative services provided by an Administrative Services Organization (ASO).
 - (2)** “PEO service”;
 - (3)** Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
 - (4)** Vendor Management Service (VMS), means the facilitation, purchase and management of “staffing services” for clients including the placement and fulfillment of orders for “staffing services workers”.
 - (5)** Temporary, contingent or contract placement services;
 - (6)** Services performed for a client company to supply that client with a “staffing services worker”;
 - (7)** Services performed on behalf of your client by a “staffing services worker” who is not a direct hire or permanent placement.
- d.** “Staffing services worker” means a person who is furnished by you to your client to perform the duties to which you have agreed.

All other terms and conditions of this policy apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM

forms a part of Policy No. WC 015-89-3657

Issued to ABACUS CORPORATION

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

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

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

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

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

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

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

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

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

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

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

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

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

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

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

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

- (2)** Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the “insured” at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER’S LIABILITY AMENDMENT

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

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

FELLOW EMPLOYEE COVERAGE

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

CARE, CUSTODY OR CONTROL AMENDMENT

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

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

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

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

LIMITED LIABILITY COMPANIES

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

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

BLANKET ADDITIONAL INSUREDS - As Required By Contract

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

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

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the “bodily injury” or “property damage”.

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

EMPLOYEES AS INSUREDS

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

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

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

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

TOWING AND LABOR

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

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

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

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

GLASS BREAKAGE DEDUCTIBLE

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

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

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

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

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

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

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

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

- (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

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

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

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

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

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

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

HIRED AUTO LOSS OF USE COVERAGE

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

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

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

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

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

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

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

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

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

PERSONAL EFFECTS

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

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

AIRBAG COVERAGE

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

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

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

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

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

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

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

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

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

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

PHYSICAL DAMAGE LIMIT OF INSURANCE

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

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

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

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

GREEN AUTOMOBILE REPLACEMENT COVERAGE

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

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

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

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

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

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

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

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

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

WAIVER OF SUBROGATION

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

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

MULTIPLE DEDUCTIBLES

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

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

CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

POLICY PERIOD, COVERAGE TERRITORY

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

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

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

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

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

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

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

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

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

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

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

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

GASOLINE POWERED AUTO

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

GREEN AUTO

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

LIGHT TRUCK

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

PRIVATE PASSENGER AUTO

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

SOCIAL SERVICE VAN OR BUS

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

TELEMATIC DEVICE

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

VOLUNTEER WORKER

“Volunteer worker” means a person who performs business duties for you, for no financial or other compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

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

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

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030		CONTACT NAME: Erica Grelli PHONE (A/C, No, Ext): 443-632-3346 E-MAIL ADDRESS: erica.grelli@marshmma.com FAX (A/C, No): 443-632-3498	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Hartford Fire Insurance Co	
		INSURER B : Everest National Insurance Company	
		INSURER C : New Hampshire Insurance Company	
		INSURER D : Arch Specialty Insurance Company	
		INSURER E : Selective Insurance Co of the Southeast	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 677147591

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ no deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	91ML001717-231	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	S 2164050	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	91EX000407-231	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC15893657	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A D	Professional Liability Crime/3rd Party Employee Theft Cyber Liability			91ML001717-231 30 FA 0379744 24 C-4LPY-050099-CYBER-2023	9/28/2023 4/1/2024 10/9/2023	9/28/2024 4/1/2025 9/28/2024	E&O Occurrence: \$1M Theft of Clients Prop Privacy Liability E&O Aggregate: \$2M \$5M Per Occ/Agg \$5,000,000

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

Excess Liability Policy - 2nd Layer - P-001-000048825-06 Effective 9/28/23-9/28/24 Limits: \$10,000,000 each occurrence \$10,000,000 general aggregate.

Carrier Axis Surplus Insurance

RE: Work Performed by Named Insured

Fulton County Government is an Additional Insured under the General Liability, Automobile Liability, and Umbrella Liability coverages for work performed by the Named Insured, when required by an executed written contract or agreement. A Waiver of Subrogation applies in favor of the Additional Insured(s) under the General Liability, Automobile Liability, Umbrella Liability & Workers Compensation coverages, when required by an executed written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government
141 Pryor St, SW
Atlanta GA 30303

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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5. Any person (other than your “employee” or “volunteer worker”) or organization while acting as your real estate manager;
6. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. Any person or organization, other than the “named insured”, included as an additional insured under “underlying insurance”, but not for broader coverage than would be afforded by such “underlying insurance”.

Notwithstanding any of the above:

- a. No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a “named insured” in Item 1. of the Declarations; and
- b. No person or organization is an “insured” under this policy that is not an “insured” under applicable “underlying insurance”. This provision shall not apply to any organization set forth in the definition of “named insured” in subparagraphs b. and c.

SECTION V – CONDITIONS

A. Appeals

If the “insured” or the “insured’s” underlying insurers elect not to appeal a judgment in excess of the total applicable limits of “underlying insurance”, we may elect to do so at our own expense. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and pre and post judgment interest associated with such appeal.

B. Bankruptcy Or Insolvency

Your bankruptcy, insolvency, refusal or inability to pay will not relieve us of our obligations under this policy. In the event of bankruptcy, insolvency, refusal or inability to pay of any underlying insurer, the insurance afforded by this policy will not drop down or replace “underlying insurance”, but will apply as if the limits of such “underlying insurance” are fully available and collectible and we will not assume any obligation under “underlying insurance”.

C. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an “insured”; or
2. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an “insured”; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the “insured” and the claimant or the claimant’s legal representative.

D. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance”. However, this provision will not apply if the “other insurance” is specifically written to be excess of this policy.

E. Separation Of “Insureds”

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first “named insured” designated in Item 1. of the Declarations, this insurance applies:

1. As if each “named insured” were the only “named insured”; and
2. Separately to each “insured” against whom claim is made or “suit” is brought.

F. Transfer Of Rights Of Recovery

If any “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The “insured” must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

1. Any person or organization, including the “insured”, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
2. We then will be reimbursed up to the amount we have paid; and
3. Lastly, any person or organization, including the “insured” that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the “insured”, in the ratio of their respective recoveries as finally settled.

If, prior to the time of an “occurrence”, you waive any right of recovery against a specific person or organization for injury or damage as required under an “insured contract”, we will also waive any rights we may have against such person or organization.

G. Maintenance Of “Underlying Insurance”

You agree that during the “policy period”:

1. You will keep “underlying insurance” in full force and effect;
2. The terms, definitions, conditions and exclusions of “underlying insurance” will not materially change;
3. The total applicable limits of “underlying insurance” will not decrease, except for any reduction or exhaustion of aggregate limits by payment of damages to which this policy applies; and
4. Any renewals or replacements of “underlying insurance” will provide equivalent coverage to and afford Limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

H. Duties In the Event Of An Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an “occurrence” or offense which is reasonably likely to result in a claim or “suit” under this policy. To the extent possible, notice should include:
 - a. How, when and where the “occurrence” or offense took place;
 - b. The names and addresses of any injured persons and any witnesses; and
 - c. The nature and location of any injury or damage arising out of the “occurrence” or offense.
2. If a claim is made or “suit” is brought against any “insured” which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable. Written notice should be mailed, delivered, faxed or e-mailed to us as provided in the Declarations with respect to notice in the event of a claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STAFFING INDUSTRY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph **2. Exclusions** under **Section I – Coverages (Coverage A – Bodily Injury and Property Damage Liability)** is amended as follows:

Exclusion **g.** is deleted and replaced by the following:

g. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) Liability assumed under any "insured contract" for the maintenance or "loading or unloading" of an "auto";
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Exclusion **j.** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Additionally, paragraphs (3), (4), (5) and (6) do not apply to:

- (a) "Property Damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients; or
- (b) Liability arising out of services performed by any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

Paragraphs (4), (5) and (6) do not apply to "property damage" arising out of "staffing services".

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

2. Section I – Coverages (Coverage B – Personal and Advertising Injury) is amended as follows:

Exclusion k. does not apply.

Exclusions a., b., e., f., g., h., i., l., and p. do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall be once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown on the Declarations Page has been satisfied.

3. The following Exclusions are added to the policy:

This insurance does not apply to:

- A. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of any activities or services rendered by any "PEO worker".
- B. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of a "wrongful act" in the rendering of, or failure to render, any professional service for your client. For the purposes of this exclusion, "wrongful act" shall mean any actual or alleged error, omission, misstatement, or misleading statement by you or by any person for whose acts you are legally responsible during the course of providing "staffing services" to your clients.
- C. "Bodily injury" or "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

4. Paragraph 1.d. under the Supplementary Payments Section of the policy is deleted and replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

5. Section II – Who Is An Insured is replaced by the following

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than an individual, partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" or interns only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" or interns are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or interns while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" or intern as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
However, your "employee", "volunteer worker", or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.
 - b. Any person (other than your "employee" or "volunteer worker" or intern), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

- f. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 1. “Bodily injury” to an insured if another insured is driving the equipment; or
 2. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is insured under this provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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 until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 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.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Paragraph **2.a.** is replaced by the following:
 - 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

You will not be considered to have knowledge of an “occurrence” or an offense which may result in a claim until any of the following is aware of such “occurrence” or offense:

 - (1) If you are an individual, you or your Risk Manager;
 - (2) If you are a corporation, your Corporate Officer or your Risk Manager;
 - (3) If you are a partnership or joint venture, your partner or member, or your Risk Manager; or
 - (4) If you are a limited liability company, your member or your Risk Manager.

2. Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

However, if any insured is required by a written contract or written agreement which is executed before a “staffing services” occurrence to waive their rights of recovery from others, we agree to waive our rights of recovery.

3. The following Condition is added:

Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as the day the revision is effective in your state.

SECTION V – DEFINITIONS is amended as follows:

1. The definition of “coverage territory” is replaced by the following:

“Coverage Territory” means anywhere in the world.

2. The definition of “employee” is replaced by the following:

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Page 4 of 5

“Employee includes but is not limited to a “leased worker” and a “staffing services worker”. “Employee” does not include a “temporary worker” or a “PEO worker”.

3. The following definitions are added:

- a.** “PEO service” means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to “PEO workers” in connection with employment of such workers.
- b.** “PEO worker” means a person you lease to your client under a written “PEO service” agreement or contract.
- c.** “Staffing services” means services provided by a staffing company to their clients including but not limited to:
 - (1)** Staffing related administrative services provided by an Administrative Services Organization (ASO).
 - (2)** “PEO service”;
 - (3)** Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
 - (4)** Vendor Management Service (VMS), means the facilitation, purchase and management of “staffing services” for clients including the placement and fulfillment of orders for “staffing services workers”.
 - (5)** Temporary, contingent or contract placement services;
 - (6)** Services performed for a client company to supply that client with a “staffing services worker”;
 - (7)** Services performed on behalf of your client by a “staffing services worker” who is not a direct hire or permanent placement.
- d.** “Staffing services worker” means a person who is furnished by you to your client to perform the duties to which you have agreed.

All other terms and conditions of this policy apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM

forms a part of Policy No. WC 015-89-3657

Issued to ABACUS CORPORATION

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

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

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

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

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

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

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

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

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

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

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

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

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

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

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

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

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the “insured” at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER’S LIABILITY AMENDMENT

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

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

FELLOW EMPLOYEE COVERAGE

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

CARE, CUSTODY OR CONTROL AMENDMENT

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

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

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

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

LIMITED LIABILITY COMPANIES

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

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

BLANKET ADDITIONAL INSUREDS - As Required By Contract

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

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

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the “bodily injury” or “property damage”.

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

EMPLOYEES AS INSUREDS

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

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

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

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

TOWING AND LABOR

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

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

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

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

GLASS BREAKAGE DEDUCTIBLE

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

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

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

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

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

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

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

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

- (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

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

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

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

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

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

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

HIRED AUTO LOSS OF USE COVERAGE

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

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

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

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

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

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

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

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

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

PERSONAL EFFECTS

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

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

AIRBAG COVERAGE

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

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

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

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

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

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

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

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

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

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

PHYSICAL DAMAGE LIMIT OF INSURANCE

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

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

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

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

GREEN AUTOMOBILE REPLACEMENT COVERAGE

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

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

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

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

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

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

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

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

WAIVER OF SUBROGATION

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

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

MULTIPLE DEDUCTIBLES

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

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

CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

POLICY PERIOD, COVERAGE TERRITORY

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

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

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

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

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

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

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

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

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

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

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

"Coverage Territory" means:

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

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

GASOLINE POWERED AUTO

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

GREEN AUTO

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

LIGHT TRUCK

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

PRIVATE PASSENGER AUTO

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

SOCIAL SERVICE VAN OR BUS

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

TELEMATIC DEVICE

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

VOLUNTEER WORKER

“Volunteer worker” means a person who performs business duties for you, for no financial or other compensation.

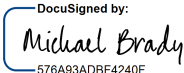
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Employee Name:		
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Certificate Pages: 6	Initials: 0	Mark Hawks
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Atlanta, GA 30303
		mark.hawks@fultoncountyga.gov
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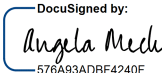
Record Tracking

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7/16/2024 2:15:20 PM	mark.hawks@fultoncountyga.gov	
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Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

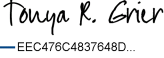
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Michael Brady mpbrady@abacuscorporation.com Chief Administrative Officer Abacus Corporation Security Level: Email, Account Authentication (None)	DocuSigned by:  576A93ADBF4240F... Signature Adoption: Pre-selected Style Using IP Address: 107.0.88.74	Sent: 7/17/2024 10:47:37 AM Viewed: 7/17/2024 10:53:07 AM Signed: 7/18/2024 1:56:39 PM

Electronic Record and Signature Disclosure:
Accepted: 7/17/2024 10:53:07 AM
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Angela Mech mpbrady@abacuscorporation.com Chief Administrative Officer Abacus Corporation Security Level: Email, Account Authentication (None)	DocuSigned by:  576A93ADBF4240F...  Signature Adoption: Pre-selected Style Using IP Address: 107.0.88.74	Sent: 7/18/2024 5:07:54 PM Viewed: 7/19/2024 6:19:03 AM Signed: 7/19/2024 6:21:40 AM
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Electronic Record and Signature Disclosure:
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ID: bc68e83e-658f-40e2-9c5c-3c1eadbc10d5

Mark Hawks mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.4	Sent: 7/19/2024 6:21:43 AM Viewed: 7/19/2024 1:05:14 PM Signed: 7/22/2024 1:49:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Nadine Williams nadine.williams@fultoncountyga.gov Registration & Elections Security Level: Email, Account Authentication (None)	DocuSigned by:  AEB08E4890C64D2... Signature Adoption: Pre-selected Style Using IP Address: 172.11.250.73	Sent: 7/22/2024 1:49:22 PM Viewed: 7/22/2024 1:50:16 PM Signed: 7/22/2024 1:50:36 PM
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Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 68.208.197.4	Sent: 7/22/2024 2:19:33 PM Viewed: 7/23/2024 8:35:28 AM Signed: 7/23/2024 8:37:00 AM
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Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)	DocuSigned by:  14E1B4AA5FBA44A... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 7/23/2024 8:37:02 AM Viewed: 7/23/2024 8:38:14 AM Signed: 7/23/2024 8:38:29 AM
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Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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