



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

25RFP1349711A-BKJ (D)

**Qualified Block Grantee - Opioid Abatement
Settlement**

For

**DEPARTMENT BEHAVIORAL HEALTH AND
DEVELOPMENTAL DISABILITIES**

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CONTRACT AGREEMENT

Consultant: Empowerment Resource Center, Inc.

Contract No.: 25RFP1349711A-BKJ, Qualified Block Grantee - Opioid Abatement Settlement

Address: 230 Peachtree Street NW, Suite 1800
City, State Atlanta, GA 30303

Telephone: 404-526-1145

Email: jbrown@ERC-Inc.org

Contact: Jacqueline Brown, MSPH MBA BS
Chief Executive Officer

This Agreement made and entered into effective the 1st day of January, 2026, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Empowerment Resource Center, Inc., hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Behavioral Health, Developmental Disabilities & Addictive department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Opioid Settlement Funds-Qualifying Block Grantee (QBG) which requires us to provide funding opportunities to community agencies within Fulton County (excluding the City of Atlanta)., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 12-17-2025 and 25-0974.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Opioid Settlement Funds-Qualifying Block Grantee (QBG) which requires us to provide funding opportunities to community agencies within Fulton County (excluding the City of Atlanta). All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, unless terminated earlier as provided herein.

ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed \$150,000.00 (One Hundred Fifty Thousand and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof,

with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. 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 not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential

conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by

County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Behavioral Health and Developmental Disabilities
265 Boulevard, NE
Atlanta, GA 30312
Telephone: 404-612-3561
Email: lynette.allen@fultoncountyga.gov
Attention: Lynnette Allen

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Empowerment Resource Center, Inc.
230 Peachtree Street NW, Suite 1800
Atlanta, GA, 30303
Telephone: 404-526-1145
Email: jbrown@ERC-Inc.org
Attention: Jacqueline Brown, MSPH MBA BS

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or

computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, 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 thirty (30) 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.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail

the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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:

CONSULTANT:

FULTON COUNTY, GEORGIA

EMPOWERMENT RESOURCE CENTER, INC.

Robert L. Pitts

Jacqueline Brown, MSPH MBA BS

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jacqueline Brown, MSPH MBA BS
Chief Executive Officer

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Chad Alexis

Office of the County Attorney

APPROVED AS TO CONTENT:

LaTrina R. Foster

LaTrina Foster, Director
Department of Behavioral Health and Disabilities

RCS

X RM

ITEM#: _____ RCS: _____	ITEM#: 25-0974D RM: 12/17/2025
RECESS MEETING	REGULAR MEETING

Certificate of Insurance



ADDENDA



#25RFP1349711A-BKJ – Qualified Block Grantee – Opioid Abatement
April 18, 2025

Page 2

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

- Questions & Answers:

ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of all Addendum by uploading this form with the Proposal submittal package as outlined in 2.4 of the RFP.

This is to acknowledge receipt of Addendum No.1, 18th day of April, 2025.

Empowerment Resource Center, Inc.
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Director of Business Operations
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall aim to alleviate the opioid crisis's effects in Fulton County Georgia. Consultant should review the State of Georgia's Continuum of Care and Gap Analysis when planning projects and developing applications. This is to ensure efforts and use of awarded funds complement existing services by addressing unmet needs, avoiding redundancy, and fostering partnerships.

Funds are dedicated to supporting a range of services related to Opioid Use Disorders (OUD), including Treatment and Recovery support. These services target at-risk populations for OUD, individuals diagnosed with OUD, OUD with additional polysubstance use, OUD co-occurring with mental illness.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Consultant are required to submit quarterly progress reports detailing the implementation of the project, expenditures, outcomes achieved, and any challenges encountered. If deliverables are unmet, awardees could be placed on a corrective action plan. Future awards may not be granted based upon deliverables not being met.

Consultant must comply with all applicable County regulations and grant management practices.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$150,000.00. The detailed costs are provided below:

**Exhibit 2—Fulton County Cost Proposal
EMPOWERMENT RESOURCE CENTER**

Name and Position Title	Job Description	Annual Salary	Percent Effort †	Amount Requested
Jacqueline Brown, MSPH MBA BS, CEO	Overall contractual and financial oversight, and performance and management.	--	10%†	In-Kind
Lisa Rudeseal, LPC Opioid Misuse Program Manager	Programmatic oversight and performance management responsibilities for the proposed project.	\$150,000	10%	\$15,000
Tanya Cheevers, MD Opioid Treatment Therapist	Lead Medical Provider (Psychiatrist), responsible for conducting psychiatric evaluations, diagnosing disorders and providing clinical supervision to APRNs	\$312,000	10%	\$31,200
Mackenzie Brees, LMSW Assessor	Provision of initial diagnostic assessment and facilitation of individual- and group-level substance use treatment and behavioral management interventions.	--	15%†	In-Kind
Carline Simons-Abel, APRN MAT Nurse Practitioner	Provision of medication-assisted treatment (MAT) services to individuals diagnosed with opioid use disorder (OUD) and medical case management	\$141,440	15%	\$21,216
LeDonna Ware, CAC II Addiction Counselor	Provision comprehensive opioid treatment and recovery services, confidential addiction counseling, education, and recovery support.	\$46,350	15%	\$6,952
Deamond Robinson, CPS Peer Recovery Coach	Provision of peer-led support groups with a specific focus on individuals experiencing OUD/COD.	\$45,000	15%	\$6,750
Samella Edwards Case Manager	Provision of case management services for clients struggling with OUD and the establishment of a supportive health network for clients, assisting clients with achieving their Individualized Service Plan (ISP) goals and objectives; conducting home and field visits, as appropriate, making necessary referrals for additional supportive services, and providing weekly follow-up interactions to bridge service gaps in client care and ensure successful program outcomes.	\$50,000	15%	\$7,500
Alexess Bess, BA Case Manager	Provision of case management services for clients struggling with OUD and the establishment of a supportive health network for clients, assisting clients with achieving their Individualized Service Plan (ISP) goals and objectives; conducting home and field visits, as appropriate, making necessary referrals for additional supportive services, and providing weekly follow-up interactions to bridge service gaps in client care and ensure successful program outcomes.	\$50,000	20%	\$10,000
Latasha Garrison, BA Resource Specialist	Develop and maintain strategic alliances across the program’s care continuum, coordinate with collaborative partners, and establish new relationships with community stakeholders and other external providers to ensure seamless resource coordination	\$90,000	10.0%	\$9,000

Angel Collins Certified Medical Assistant	Provision of specimen collection (venipuncture and micro collection) for HIV and HCV screening services, PrEP/nPEP and HIV primary care, conducting harm reduction education and counseling, and distributing harm reduction supplies. She will administer Hepatitis A and B vaccinations and ensure clients who test positive for hepatitis infections are referred to specialty care through established partners.	\$45,000	12%	5,400
Sherrie Powell MS, BS Data Analyst	Enter program data for reporting to Fulton County, retrieving participant information from Greenway Health electronic health records (EHR) system, and ERC Information System (ERCIS), monitoring and evaluating ICP program performance and quality assurance.	\$43,000	25%	\$10,750
Personnel Total				\$ 123,768

† In-kind support of the proposal.

Fringe Benefits		\$ 7,426
ERC uses a fixed cost rate of 6.00% of total salaries to calculate fringe benefits. Note: The rate used to calculate fringe for this proposal has been adjusted to 6.2% to due to limited funding availability.		
<u>Description</u>	<u>Actual Amt.</u>	
Health Insurance (Medical, Vision, Dental, Disability, Life)	2.45 %	
401K Retirement	0.90 %	
Federal Taxes (Social Security & Medicare)	2.45%	
GA State Taxes (Employer)	<u>0.20%</u>	
Total:	6.00 %	

Travel	\$ 0
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Supplies	\$ 5,313
<ul style="list-style-type: none"> • Uber/Lift 20 round-trip Uber/Lyft rides @ \$15 ea. (\$3,750) • Substance Abuse/Opioid Misuse Homework Subscriptions (\$1,563) 	
Indirect Costs	\$ 13,493
<p>ERC uses the de minimis rate (10% of Modified Total Direct Cost) to calculate Indirect Costs, when possible. ERC proposes to allocate a portion of its facilities rent as an indirect expenditure. ERC estimates that 4.90% of facilities space will be dedication to this proposal—1.47 FTE dedicated to the proposal divided by the total number at ERC 30 FTE ($1.47/30 = 4.90\%$). The amount of dedicated FTE excludes in-kind administrative, financial, programmatic, and IT support. The true amount of the dedicated rent expenditure allocation is \$19,355 ($4.9\% \times \\$395,000$ [total annual rent]) which exceeds the amount of indirect costs specified in the RFP.</p>	
TOTAL BUDGET	\$ 150,000

EXHIBIT F

PURCHASING FORMS



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	EMPOWERMENT RESOURCE CENTER, INC
Project No. and Project Title:	INTEGRATED CARE PARTNERSHIP (ICP) PROGRAM

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

181513

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

January 16, 2009

Date of Authorization

Jacqueline Brown

Authorized Officer or Agent
(Name of Contractor)

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

Jessica Herrera-Rodriguez

Printed Name (of Authorized Officer or Agent of Contractor)

Herrera-Rodriguez
Signature (of Authorized Officer or Agent)

Director of Business Operations

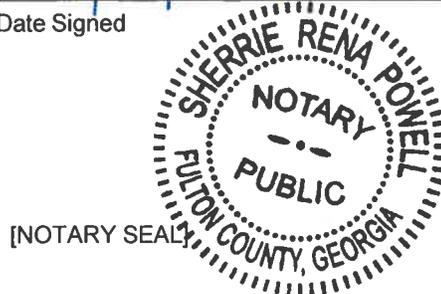
Title (of Authorized Officer or Agent of Contractor)

04/15/2025
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th DAY OF April, 2025

Sherrie Rena Powell
Notary Public



My Commission Expires: 01/25/2026

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	EMPOWERMENT RESOURCE CENTER, INC
Project No. and Project Title:	INTEGRATED CARE PARTNERSHIP (ICP) PROGRAM

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

181513

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

January 16, 2009

Date of Authorization

Not applicable

Authorized Officer of Agent
(Name of Subcontractor)

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

Jessica Herrera-Rodriguez

Printed Name (of Authorized Officer or Agent of Contractor)

Jessica Herrera-Rodriguez
Signature of Authorized Officer or Agent

Director of Business Operations

Title (of Authorized Officer or Agent of Contractor)

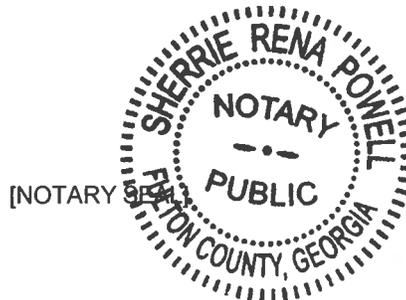
04/15/2025
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th DAY OF April, 2026

Sherrie Rena Powell
Notary Public

My Commission Expires: 01/25/2026



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Form C – Question 1
Empowerment Resource Center 2025 Board of Directors, Principal, and Trustees

NAME	AFFILIATION & TITLE	EDUCATIONAL BACKGROUND	OFFICE HELD	OFFICE TERM	ADDRESS	PHONE	RACE / ETHNICITY	GENDER
Dr. Celeste B. Williams	Virtual Incision Corporation, Clinical Affair Manager	Ph.D, MS, BS	Chair	January 1, 2023 – December 31, 2025	7583 Espie Cove, Memphis TN 38125	(901) 751-0357	African-American	Female
Terrence Stephens	Taking the Town Real Estate Group, CEO	BA	Member	February 18, 2024 – February 17, 2027	3034 Gordon Circle Atlanta GA 30354	(678) 609-3604	African-American	Male
Janki Vashi	Accenture, Public Service Senior Manager	MPH, BS	Secretary	May 23, 2023 – May 22, 2026	1002 Defoors Landing NW, Atlanta GA 30318	(706) 294-3495	Asian Pacific Islander	Female
Elise Lockamy-Kassim	Wellstar Health System, Assistant Vice President, Community Health and Center for Health Equity	MSPH, BS	Treasurer	March 15, 2023- March 14, 2026	1850 Cotillion Drive, Unit 2220, Dunwoody GA 30338	(678) 993-5526	African-American	Female
Lisa Johnson Whigham	Fulton County Board of Education, Professional School Counselor	MA, ED.S	Fundraising Co-Chair	January 1, 2023 – December 31, 2025	5664 Jamerson Drive, Atlanta GA 30349	(404) 542-9793	African-American	Female
Victor M. Jackson	CIBA Vision Corporation/Alcon, Retired	MBA, CPA	Financial Secretary	July 1, 2024 – June 30, 2027	4930 Briarcliff Court Cumming, GA 30041	(678) 677-9790	African-American	Male
Antoinette Kelley-Mims	Athena Health, On-Boarding Associate	MS, BS	Board Development Committee, Chair	January 1, 2024 – December 1, 2027	4412 Black Stallion Drive Roswell, GA 30075	(404) 213-0297	African-American	Female
Katherine Tipton	Wellstar Kennestone, Vascular Institute, Registered Nurse	MPH, RN	Fundraising Co-Chair	August 1, 2022 – July 31, 2025	699 Ponce de Leon Ave NE Apt 327	(706) 577-9419	White	Female
Jacqueline Brown	Empowerment Resource Center, Inc., CEO	MSPH, MBA, BS	Member	Non-Voting Not Applicable	2519 Bentbrook Drive, Atlanta GA 30360	(404) 358-1582	African-American	Female

FORM C—QUESTION 2
Empowerment Resource Center General Development (Past 5 Years)

ERC History. Empowerment Resource Center, Inc. (former legal name: HIV/AIDS Empowerment Resource Center for Young Women, Incorporated) was founded in 2003 and incorporated in 2006. The mission of Empowerment Resource Center (ERC) is to provide programs, services, and community-level solutions that improve the health-related quality of life of people infected and affected by HIV and other sexually transmitted infections (STI). Since its inception, ERC has provided HIV and sexually transmitted infections (STI) prevention education, counseling, testing, referral, treatment, and linkage to care services to thousands of individuals residing in 80 counties across the state of Georgia. ERC focuses on a broader advocacy which includes programs and services for both individuals infected and affected by HIV and other sexually transmitted diseases. Specifically, ERC provides health-education and risk reduction programs, counseling, testing, and referral services for HIV and other sexually transmitted infections (STI), STI treatment services, linkage to primary care and advocacy services for individuals living with HIV and AIDS. Furthermore, ERC provides individual and group-level mental health counseling and substance abuse treatment, case management, medication management, risk reduction counseling and crisis intervention counseling for those individuals with mental health and substance abuse concerns. These programs and services are provided on-site at the ERC Comprehensive Intervention Clinic, which houses the ERC Behavioral Health and Outreach Services Center, at satellite locations in Atlanta and Athens, and through the *ERC on the M.O.V.E. (Mobile Outreach Vehicle Experience)* Program. The clinic offers low-cost health care services, and is a participating safety-net clinic under the Georgia Volunteer Health Care Program.

ERC Behavioral Health and Outreach Services serves as a non-residential behavioral health program (substance abuse treatment and mental health therapy) for adults. This outpatient center is licensed by the Georgia Department of Community Health, Drug Abuse Treatment and Education Program (DATEP) to conduct ASAM Level 1 and ASAM Level 2.1 programs. In addition, the multi-counseling service center is also accredited by CARF (Commission on Accreditation of Rehabilitation Facilities) for its Intensive Outpatient Treatment Alcohol & Other Drugs (AOD)/Mental Health (MH) and Integrated Outpatient Treatment AOD/MH services. The ERC Intensive Outpatient Program (IOP) provides mental health therapy and substance abuse treatment which will empower clients to function more independently and responsibly, while preparing them for the community with the skills and abilities to lead successful lives. The ERC Outpatient Treatment services are for those who are assessed as being able to participate successfully in regularly scheduled outpatient visits and who are not at medical risk, with weekly group therapy sessions held on Mondays, Wednesdays, and Fridays.

ERC offers an array of gender and culturally-specific evidence-based programs, such as the VOICES/VOICES, Healthy Relationships, Personalized Cognitive Counseling, Sister to Sister, Ask Screen Intervene (ASI), Comprehensive Risk Counseling & Services (CRCS), and ARTAS Linkage to Case Management, interventions. Also, ERC utilizes Motivation Interviewing (MI) and Cognitive behavioral Therapy (CBT) intensive in its delivery of outpatient substance abuse (SA) treatment and mental health therapy, SA relapse prevention, psychotropic medication management, primary medical case management, hepatitis immunization services, HIV/hepatitis prevention counseling, and HIV and hepatitis primary care linkages for participants with substance abuse and co-occurring behavioral health disorders. Services are offered during both traditional and non-traditional hours. ERC has a history and reputation of developing and implementing a comprehensive social networks strategy for HIV counseling, testing and linkage services and distributing condoms to high-risk individuals. ERC offers Peer Educator training courses through its P4P HIV Advocacy Network and support groups for the LGBT community—It's Complicated—and HIV positive individuals—A Dose of Hope for women and Enrichment! Responsibility! Choices! (E.R.C.) for men.

Financial Snapshot: Revenue sources are distributed as follows: Government (66.8%), Clinical Services (22.2%), Foundations (0.8%), Third Party Billing (1.5%), Title X Services (1.7%), and Fee for Service Contracts (0.3%). Our most recent Statement of Cash Flows and independent financial audit reveals that ERC is experiencing a deficit. Total expenses continue to increase due to a spike in clinical services for uninsured clients, growth in our client base, an expansion of our repertoire of clinical services, and higher salaries and benefits to maintain our current workforce and fend off competition from deep-pocketed hospitals. Conversely, ERC was awarded three new multi-year SAMHSA grants, totaling \$1.395M annually, one three-year NIH grant (\$453K), and a HRSA grant in 2024. In addition to the two multi-year grants from the CDC in late 2023. Moreover, ERC became an approved behavioral health provider, offering substance abuse treatment and mental health therapy services for underserved Georgians through the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD). Based on our client volume, we anticipate a significant increase in revenue from DBHDD. Furthermore, ERC maintains investments in Certificates of Deposits, corporate bonds, and mutual funds to weather this temporary economic downturn. Additionally, we have planned fundraisers throughout 2025 and into 2026. ERC has seen a steady increase in net income, resulting in a reduction in the gap between revenue and expenses in the years 2022-2024. We further anticipate that our revenue will exceed expenses in 2026.

ERC Infrastructure. ERC has a strong, fiscally responsible Board of Directors, which supplement ERC funding on an as needed basis. Contingent upon which projects are in the pipeline, ERC's board works an average of 10-15 hours per month. ERC By-laws mandate a minimum of nine board members. Moreover, ERC recruits board members periodically through its website and during networking opportunities. Board terms are staggered to bolster knowledge transfer and ensure adherence to ERC's Bylaws, mission, and vision.

ERC maintains the following policies and procedures to preserve its primary focus and ensure the efficacy of the organization: 2025-2030 Strategic Plan, By-laws, Financial Practices and Policies, Human Resources Policies and Procedures, Laboratory Quality Assurance Procedures, Volunteer Orientation and Procedures, Exposure Control Plan, Testing Services Protocols and Procedures, and Client Intake Procedures. ERC conducts orientation and training sessions for workforce members to address standard operating procedures and policies.

Staff Capacity. ERC has 30 existing staff members. The leadership team develops individualized training plans for key staff members and volunteers. ERC employs an HR consultant to recruit and screen potential workforce members; and resumes are reviewed to find suitable matches between task/job opportunities and candidate backgrounds and to ensure that transitions between rotating staff and volunteers are seamless.

Diversity of Client Base. Our target population is underserved and high-risk individuals. This client population can be characterized as individuals who may be vulnerable, hard to reach, and susceptible to health disparities. Approximately 10.16% did not complete high school; 35.1% had no insurance; 25.5% were previously incarcerated; and 19% reported being currently homeless or have unstable housing or at risk of losing housing. Additionally, 46.2% and 17.1% report a history of substance abuse and mental health issues (Depression and Generalized Anxiety Disorder), respectively. Currently, the majority of ERC clients are male (50.1%), with 47.5% female, and 0.68% transgender—male to female (MTF). Also, client ages range from 12 to 86—an estimated 36.6% were under the age of 25.

When segmented by race, clients were self-reported as 74.5% African-American, 11.0% Caucasian, 8.01% Hispanic, 6.89% individuals of mixed races and 5.76% other—including Native Americans, Pacific Islanders, Asians, and individuals of mixed races. Further analysis of ERC's assessment survey indicates that 31.4% reported their sexual preference as lesbian, gay, bisexual, or transgender, with 14.7% indicating African-American men who have sex with men (MSM). An analysis of the ERC demographic survey revealed that 62.0% of clients reported having had one or more sex partners, 6.8% self-reported having a history of STI diagnoses, and 65.5% reported no or inconsistent condom usage.

Litigation History: ERC has an established reputation within the Atlanta metropolitan area of providing genuine and effective programs and services, and assisting individuals in navigating through the maze of privacy concerns, fear, and stigma to access care linkages and other resources. Its business and legal practices and overall reputation in the industry exceed Fulton County standards of acceptable. Furthermore, ERC does not have a history of litigation, bankruptcy, insolvency, civil or criminal proceedings, judgments nor termination for cause.

FORM C—QUESTION 3
Empowerment Resource Center Business Relationships with Fulton County

Within the past five years, Empowerment Resource Center (ERC) has had direct involvement with Fulton County. The details of ERC's relationship with the county are described below.

Direct or Indirect Business Relationship with Fulton County

ERC maintains a Memorandum of Understanding with the Fulton County Department of Health and Wellness. Under this formal agreement, ERC links HIV positive clients to primary care services through the county's Ryan White Early Intervention Clinic, which includes comprehensive medical care, nutrition, case management services, HOPWA assistance, mental health support services, dental, ophthalmology, nutrition, social work and case management services, rental and utility assistance, peer counseling, psychiatric services, chemical abuse and dependency counseling, transportation services, and TB, STI, and Hepatitis screenings. The services provided by the county are available to any low-income HIV positive resident in the 28-county Atlanta Eligible Metropolitan Area. In addition, ERC maintains similar agreements with the Ryan White Clinics of the Cobb-Douglas Public Health Department, Grady IDP, the DeKalb County Board of Health, and Saint Joseph's Mercy Care Services.

Direct or Indirect Revenues from Fulton County

ERC competed for and was awarded two Health and Human Services grant contracts through the Fulton County Housing & Human Services Department. Details are listed below.

- **Fulton County Community Services Program.** Description: ERC provides mental health counseling and psychiatric services to Fulton County residents.
 - Funding Cycle: Jan 1, 2022 to Dec 31, 2022. Amount: \$25,000
 - Funding Cycle: Jan 1, 2023 to Dec 31, 2023. Amount: \$35,000
 - Funding Cycle: Jan 1, 2024 to Dec 31, 2024. Amount: \$50,000
- **2021 Linkage, Navigation, and Retention Support of Individuals Receiving HIV Care and PrEP in Fulton County.** Description: ERC provided free opt-out HIV testing services for residents of Fulton and DeKalb counties. Amount: \$250,000. Funding Cycle: August 1, 2021 through July 31, 2025.
- **Comprehensive HIV Prevention Program for Fulton County.** Description: ERC provided free opt-out HIV testing services for Fulton County residents. Amount: \$187,500. Funding Cycle: August 1, 2024 through May 31, 2025..

Direct or Indirect Revenues as a Result of Conducting Business on Fulton County Property

Not applicable. ERC has not received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 15th day of April, 2025

Empowerment Resource Center, Inc

(Legal Name of Proponent)

(Date)

[Signature] 04/15/2025
(Signature of Authorized Representative) (Date)

Director of Business Operations

(Title)

Sworn to and subscribed before me,

This 15th day of April, 2025

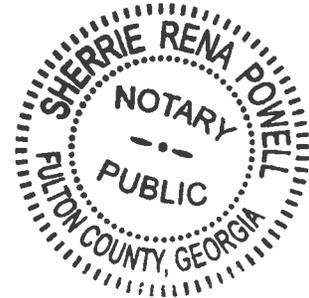
[Signature]

(Notary Public)

(Seal)

Commission Expires 01/25/2026

(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: EMPOWERMENT RESOURCE CENTER, INC

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: BUSINESS LICENSE

Professional License Number: LEX-140705

Expiration Date of License: 12/31/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Amara - Rodriguez

Date:

04/15/2025

(ATTACH COPY OF LICENSE)



CITY OF ATLANTA

55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID**

Business Name: EMPOWERMENT RESOURCE CENTER
DBA: EMPOWERMENT RESOURCE CTR INC.

Business Location: 230 PEACHTREE ST NW STE 1800
ATLANTA, GA 30303

Owner:

License Number: LEX-140705

Issued Date: 2/14/2025

Expiration Date: 12/31/2025

Mailing Address: 230 PEACHTREE ST NW STE 1800
ATLANTA, GA 30303

License Type: Business Occupational Tax Certificate

Classification: Non-Profit

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Empowerment Resource Center, Inc is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

EMPOWERMENT RESOURCE CENTER, INC

(BUSINESS NAME)

230 PEACHTREE STREET NW SUITE 1800 ATLANTA, GA 30303

(FULTON COUNTY BUSINESS ADDRESS)

DIRECTOR OF BUSINESS OPERATIONS

(OFFICIAL TITLE OF AFFIANT)

JESSICA HERRERA-RODRIGUEZ

(NAME OF AFFIANT)

Jessica Herrera-Rodriguez
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 15th day of April, 2025

Sherrie Rena Powell
(Notary Public) (Seal)



Commission Expires: 01/25/2026
(Date)

NOT APPLICABLE FOR EMPOWERMENT RESOURCE CENTER, INC.

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)



**Empowerment Resource Center, Inc.
ERC Utilization Plan**

Empowerment Resource Center (ERC) has reviewed the solicitation carefully and knows that diversity and equal business opportunity are important facets to Fulton County. The purpose of the Utilization Plan is to provide increased opportunities for minority and female owned business as subcontractors when opportunities are available. As part of the procurement process, ERC has continually made efforts to identify and inform minority and female owned business that are qualified and capable of providing goods and services to ERC of such opportunities. At this time, ERC can handle all of the responsibilities within the scope of work and will not need any sub-contractors. If the opportunity arises, efforts will be made by ERC to encourage, use and solicit minority and female owned business, including but not limited to:

1. Utilize the Fulton County's Minority and Female Data Base
1. Advertise in various local newspapers that are utilized by minorities and female owned business and the local paper as a whole. In addition, ERC will advertise on the Fulton Counties web site.
2. Joint venture with minority and female owned companies.
3. Network with companies that specialize in the same service and/or commodity that our company does by utilizing the vendor list from the pre-bid conference.
4. Inquire about assistance in locating potential minority and female owned business via other governmental or private companies.

ERC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process. Empowerment Resource Center is committed to use its best efforts to implement this Utilization Plan for enlisting and monitoring participation of minority and female business enterprises in all opportunities that relate to the scope of work.

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Form and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event, the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

Signature:  **Title:** DIRECTOR OF BUSINESS OPERATIONS

Business or Corporate Name: EMPOWERMENT RESOURCE CENTER, INC

Address: 230 PEACHTREE STREET NW SUITE 1800 ATLANTA GA 30303

Telephone: () 404-526-1145

Fax Number: () 404-526-1146

Email Address: jherrera@ERC-Inc.org

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Not Applicable	Not Applicable	Not Applicable	N/A	N/A		N/A	N/A	N/A

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Not Applicable	Not Applicable	Not Applicable	N/A	N/A		N/A	N/A	N/A

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
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**EXHIBIT C
FORM SUBCONTRACTOR**

Subcontractor/Supplier

Business Address

Contact Name

Contact Email Address

Contact Phone

Scope of Work Solicited for Project

**Certification
Designation**

**Result of
Contact**

Company Name: Empowerment Resource Center, Inc

Project # & Title: Integrated Care Partnership Program

Printed Signature: Jessica Herrera-Rodriguez

Date 04/28/2025

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: EMPOWERMENT RESOURCE CENTER, INC

SIGNATURE:



NAME: JESSICA HERRERA-RODRIGUEZ

TITLE: DIRECTOR OF BUSINESS OPERATIONS

DATE: 04/28/2025

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS

**Insurance and Risk Management Provisions
Qualified Block Grantee – Opioid Abatement Settlement**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance \$500,000	BY ACCIDENT	EACH	ACCIDENT
Employer’s Liability Insurance \$500,000	BY DISEASE	POLICY LIMIT	

Employer's Liability Insurance BY DISEASE EACH EMPLOYEE
 \$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability \$1,000,000	Each Occurrence	
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation \$2,000,000	Aggregate	Limit
Personal and Advertising Injury \$1,000,000	Limits	
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence
 \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY Each Occurrence
 \$1,000,000
 (In excess of above noted coverages)

5. PROFESSIONAL E&O LIABILITY per Claim/Aggregate \$2,000,000/\$2,000,000

* Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

6. FIDELITY AND CRIME

(To include Employee Dishonesty-Theft and Fiduciary) Per Occurrence \$3,000,000

*Above to include 3rd Party Coverage

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Empowerment Resource Center, Inc. SIGNATURE: 

NAME: Jessica Herrera-Rodriguez TITLE: Director of Business Operations

DATE: 04/28/2025

SUMMARY OF INSURANCE

PREPARED: 6/21/2024

EMPOWERMENT RESOURCE CENTER, INC.

SERVICE TEAM

Leah Smith CLIC WCIP
Client Advocate
Office: 770.939.3231 x 323
LSmith@manryheston.com



Address

2109 LaVista Executive Park
Tucker, GA 30084



Phone & Fax

P: (770) 939-3231
F: (770) 939-8978



Email & Website

lsmith@manryheston.com
www.manryheston.com

Summary of Insurance

Prepared: 6/21/2024

Coverages as of: 5/22/2024

**For: Empowerment Resource Center,
Inc.
230 Peachtree Street NW
Atlanta,GA 30303**

By: Manry Heston

**2109 LaVista Executive Park
Tucker, GA 30084**

Coverage	Company	Policy Number	Eff date	Exp date
General Liability	United States Liability Insurance Company	NPP1612571A	7/12/2023	7/12/2024

Loc 1, Building 1
230 Peachtree Street NW, Atlanta, GA 30303

Claims Basis: Occurrence

General Aggregate applies per:

Coverage	Limits
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	EXCLUDED
Personal & Advertising Injury	EXCLUDED
Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$100,000
Medical Expense (Any One Person)	\$5,000
Employee Benefits	

Other Coverage:

General Aggregate Deductible: \$0

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
1	1	Healthcare Clinics - Not-For-Profit	61220	10,000	Area - Per 1,000/Sq Ft

Additional Interests:

Al Fulton County Government – Purchasing Department, 130 Peachtree Street SWSuite 1168, GA 30303-3459

Summary of Insurance

Prepared 6/21/2024

Coverages as of 5/22/2024

For: Empowerment Resource Center, Inc.
230 Peachtree Street NW
Atlanta,GA 30303

By: Manry Heston
2109 LaVista Executive Park
Tucker, GA 30084

Coverage	Company	Policy Number	Eff date	Exp date
Commercial Umbrella	United States Liability Insurance Company	XL1629560A	7/12/2023	7/12/2024

Named Insured Schedule:

Empowerment Resource Center, Inc.

**Limits of Liability
Occurrence**

Each Occurrence \$1,000,000
Aggregate \$1,000,000

Underlying Liability Limits

General Liability	\$1,000,000	Each Occurrence
	\$3,000,000	General Aggregate
	EXCLUDED	Prod Comp Ops Aggregate
	EXCLUDED	Personal & Adv Injury
	\$100,000	Damage to Rented Premises
	\$5,000	Medical Expense

Additional Interests:

Additional Insured Fulton County Government - Purchasing Department 130 Peachtree Street SW Atlanta, GA 30303-3459

Commercial Package for Empowerment Resource Center Inc

Hello Karla Porch

I'm happy to present to you your insurance policy. The terms and coverage details are specified in the following pages, so please review them and maintain a copy for your records. If you have any questions about the language, your coverage or anything else, please let me know.

Type of policy	Start Date	Expiry Date	Type of Payment	Invoiced Amount
Commercial Package	5/18/2024	5/18/2025	Full Payment	
			Premium	\$6,861.00
			Taxes	\$274.44
			Service Fee	\$0.00
			Initial Payment Processing fees	\$0.00
			Total Amount	\$7,135.44

A STOCK COMPANY



Evanston Insurance Company

Ten Parkway North
Deerfield, IL 60015

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in cursive script that reads "Kathleen Anne Sturgeon".

Secretary

A handwritten signature in cursive script that reads "Barry W. Sales".

President



Evanston Insurance Company

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Re: Policy Number: SM-P-1213653
Insured: Empowerment Resource Center Inc
Insurer: Evanston Insurance Company

You are hereby notified that under the Terrorism Risk Insurance Act as amended in 2015 the definition of terrorism has changed. As *defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under the Act, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. The Act requires Evanston Insurance Company to also notify you that Terrorism Coverage required to be offered by the Act for losses caused by certified acts of terrorism is partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Nothing in this notice affects or modifies your coverage except and only to the extent specifically required by the Act.

Certified Acts of Terrorism coverage is provided for no additional premium.



Evanston Insurance Company

PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

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

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



Evanston Insurance Company

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



Evanston Insurance Company

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS INSURANCE POLICY

Claims Made: Under certain Coverage Parts of this policy, the coverage afforded is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein. Refer to each Coverage Part's opening page to determine if that Coverage Part is Claims Made.

Notice: All Coverage Part of this policy contain provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless otherwise endorsed. Please read the policy carefully.

POLICY NUMBER: SM-P-1213653

RENEWAL OF POLICY: SM-P-1136807

- 1. **NAMED INSURED:** Empowerment Resource Center Inc
- 2. **BUSINESS ADDRESS:** 230 Peachtree St.
Atlanta Georgia 30303
- 3. **POLICY PERIOD:** From 05/18/2024 to 05/18/2025
12:01 A.M. Standard Time at address of Insured stated above
- 4. **PROFESSIONAL SERVICES AND SPECIFIED PRODUCTS, GOODS, OPERATIONS OR PREMISES:**
 - A. Professional Services: Primary Care Clinic
 - B. Specified Products, Goods, Operations or Premises: Primary Care Clinic; all related premises and operations of the Insured

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

"This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5."

Joel D. Cavaness

Producer Number, Name and Address
RPS Healthcare 525 W. Van Buren, Suite 1325 Chicago, IL 60607

5. COVERAGE SCHEDULE:

This policy includes only those Coverage Parts designated below by "X" as purchased. If a Coverage Part is not expressly designated as purchased, this policy does not include such Coverage Part.

Coverage Part	Coverage Part Purchased	Coverage Part Limits of Liability	Coverage Part Deductible	Coverage Part Retroactive Date
A. Specified Medical Professions Professional Liability Insurance Coverage Part – Claims Made Coverage	Yes <u> X </u>	\$1,000,000 Each Claim \$3,000,000 Aggregate	\$2,500 Each Claim	05/18/2020
B. Specified Medical Professions General Liability Insurance Coverage Part – Claims Made Coverage	Yes <u> </u> No <u> X </u>	Not Purchased Coverage A. Each Occurrence Not Purchased Damage to Premises - Any One Premises Not Purchased Coverage B. Each Person or Organization Not Purchased Coverage C. Each Injured Person Not Purchased Aggregate - All Coverages	Not Purchased Coverage A. Each Occurrence Not Purchased Coverage B. Each Person or Organization	Not Purchased
C. Specified Medical Professions General Liability Insurance Coverage Part – Occurrence Coverage	Yes <u> X </u> No <u> </u>	\$1,000,000 Coverage A. Each Occurrence \$50,000 Damage to Premises - Any One Premises \$1,000,000 Coverage B. Each Person or Organization \$5,000 Coverage C. Each Injured Person \$3,000,000 Aggregate - All Coverages	\$2,500 Coverage A. Each Occurrence \$2,500 Coverage B. Each Person or Organization	

6. PREMIUM FOR POLICY PERIOD:

Minimum	\$6,861
Deposit	\$6,861
Surplus Lines Tax - T0090	\$274.44
Total	\$7,135.44

7. RATE: Flat

PREMIUM BASE: Flat

8. PREMIUM FOR EXTENDED REPORTING PERIOD: 150% for 12 months; 175% for 24 months; or 200% for 36 months

9. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

10. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:

See MDIL 1001 08 10 attached.

11. NOTICES:

Notices required to be provided to the Company under this policy shall be by email, fax or mail addressed to:

CLAIM OR DISCOVERY CLAUSE NOTICES:

Claims Service Center
Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: (855) 662-7535 (855)6MARKEL
E-mail: newclaims@markel.com

ALL OTHER NOTICES:

Markel Midwest, a division of Markel Assurance
222 S. Riverside Plaza, Suite 2250
Chicago, IL 60606
Telephone: (847) 572-6000
Fax: (866) 730-2526

These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.

Countersigned: 05/15/2024:	By: 
(Date)	



Evanston Insurance Company

FORMS SCHEDULE

<u>FORM NUMBER</u>	<u>FORM NAME</u>
MJIL 1000 08 10	Policy Jacket
ZZ-50000 01 15	Policyholder Disclosure Notice of Terrorism Insurance Coverage
MPIL 1007 03 14	Privacy Notice
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MIL 1214 09 17	Trade or Economic Sanctions
MDSM 5013 02 20	Declarations – Specified Medical Professions Insurance Policy
MDSM 5010 02 20	Specified Medical Professions Professional Liability Insurance Coverage Part
MESM 5012 02 20	Specified Medical Professions General Liability Insurance Coverage Part – Occurrence Coverage
MESM 5100 02 20	Common Policy Conditions
MESM 2115 11 16	Markel Advantage - Good Samaritan Coverage and Supplementary Payments
MEIL 5229 09 10	Longer Duration Extended Reporting Period Availability
MEIL 1323 09 13	Tria Exclusion
MESM 2147 05 20	Changes – Multiple Insureds, Claims and Claimants
EIC 4638 01 15	Certified Acts of Terrorism Endorsement
EIC 832-01 10 02	Asbestos Exclusion
ZZ-44002-01	Mold Exclusion
MESM 3015 08 15	Exclusion Unmanned Aircraft
MESM 2148 05 20	Changes – Multiple Insureds, Claims and Occurrences
MESM 2004 10 12	Claim Expenses In Addition To The Each Claim Limit Of Liability
MESM 2009 10 12	Medical Staff Limits of Liability Endorsement
MESM 2083 01 11	HIPAA Monetary Penalty
MESM 2034 08 15	Data Breach
MESM 2144 02 20	Sexual Acts Liability
MEIL 5200-25% 07 04	Earned Premium Endorsement
MESM 2001 03 14	Amendment Of The Insured B. Addition Of Physician /Surgeon /Dentist /Podiatrist
MESM 1005 08 15	Additional Insured for Landlords, Sponsors or Lessors



EVANSTON INSURANCE COMPANY

COMMON POLICY CONDITIONS

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

Throughout this policy, the term Company refers to the insurance company providing this insurance.

A. CANCELLATION

This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in the Notices item of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company by mailing to the Named Insured, at the address stated in the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Named Insured has failed to pay a premium or Deductible when due, including premium and deductible(s) due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies for which this policy is a renewal or replacement, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

B. CHANGE IN CONTROL OF NAMED INSURED

If after the inception date of the policy:

1. The Named Insured is merged into or consolidated with another organization such that it is not the surviving organization, or sells all or substantially all of its assets to another organization or person or group of organizations and/or persons acting in concert;
2. Another organization or person or group of organizations and/or persons acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting rights for the election or appointment of directors or trustees of the Named Insured, or acquires the voting rights of such an amount of such interest; or
3. A receiver, liquidator, conservator, trustee or similar official is appointed with respect to the Named Insured;

no coverage shall be afforded under this policy unless:

- a. Written notice of such transaction or event is given to the Company by the Named Insured as soon as practicable, but in no event later than thirty (30) days after such transaction or event, including complete details of the nature of such transaction or event and the other organization, person, group of organizations, persons acting in concert, receiver, liquidator, conservator, trustee and/or similar official appointed with respect to the Named Insured;
- b. The Named Insured submits such additional information in connection therewith as the Company may deem necessary;
- c. The Company, at its sole discretion, agrees to continue coverage by written endorsement to the policy; and
- d. The Named Insured agrees to accept any special terms, conditions, exclusions or additional premium charge as may be required by the Company.

C. REPRESENTATIONS

By acceptance of this policy, the Insureds agree as follows:

1. That the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and
2. That the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy, and that this policy is issued in reliance upon the truth of such representations.

D. ENTIRE AGREEMENT

The Declarations, Common Policy Conditions, Coverage Part(s), the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

E. OTHER INSURANCE

This insurance shall be in excess of the applicable Deductible stated in the Declarations and any other insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this policy.

If any Claim under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the Named Insured or to any organization or person who controls, is controlled by, or is affiliated by common control with the Named Insured unless such other insurance is written only as specific excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such Claim:

1. The Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and
2. The total Limit of Liability available for such Claim shall not exceed the greater/est available Limit of Liability remaining on all such policies and its payment shall extinguish the Company's and its affiliated companies' liability on all such policies for such Claim.

F. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this policy and shall not estop the Company from asserting any right under the terms of the policy. The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy, and this policy embodies all agreements existing between the Insureds and the Company or any of its agents relating to this insurance.

G. ASSIGNMENT OF INTEREST

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

H. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to the right of recovery of all Insureds to the extent of such payment. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Claim to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any Claim brought about or contributed to by an intentional, willful, dishonest, fraudulent act or omission of such Insured or by an act or omission of such Insured that constitutes a willful violation of any statute or regulation.

Any amount so recovered, whether effected by the Company or by the Insured, shall first be used for the repayment of expenses incurred toward subrogation; second, for any Damages and Claim Expenses payment by the Insured which is in excess of the amount of the Limit of Liability under this policy and which is excess of any amount paid by any insurer under any other policy; third, for any damages and claims expenses payment by any excess insurer on behalf of the Insured; fourth, for any damages and claim expenses payment by any primary insurer on behalf of the Insured; and, last, for repayment of the Insured's Deductible.

I. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company and upon the Company's request, the Insured shall:

1. Submit to examination and interview by a representative of the Company, under oath if required;
2. Attend hearings, depositions and trials;
3. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits;
4. Give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and investigating and/or defending any Claim; and
5. Provide any information required to comply with federal or state reporting regulations;

All without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the prior written consent of the Company.

J. FALSE OR FRAUDULENT CLAIMS

If any Insured shall commit fraud in proffering any Claim, this insurance shall become void as to such Insured from the date such fraudulent Claim is proffered.

K. PREMIUM AND AUDIT

Upon expiration of this policy, the Named Insured shall furnish to the Company a statement of the Named Insured's actual total premium base as stated in the Declarations for the Policy Period. The actual earned premium shall be computed thereon at the premium rate stated in the Declarations. If the actual earned premium is more than the deposit premium stated in the Declarations, the Named Insured shall pay the difference to the Company; if less, the Company shall refund the difference to the Named Insured except that the Company shall be entitled to the minimum premium as stated in the Declarations. The Company shall have the right to require of the Named Insured, at any time within the said Policy Period or one year thereafter, a sworn statement of the entire amount (or number) of such premium base during the whole or any specified part of the said period, and the Named Insured shall furnish said statement within ten (10) days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company, who shall have the right and opportunity to examine the books and records of the Named Insured as respects such premium base, and such examination may be made at any time during the said period and within three (3) years thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for, nor the Company's right to additional premium.

L. INSPECTION

The Company shall be permitted but not obligated to inspect the Insured's operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such operations are safe or healthful, or are in compliance with any law, rule or regulation.

M. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

N. AUTHORIZATION

By acceptance of this policy, the first person or organization stated in Item 1. of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of all notices to and from the Company as provided herein: the exercising of the Extended Reporting Period, if available; the cancellation of this policy in whole or part; the payment

of premiums and Deductibles when due; the receiving of any return premiums that may become due under this policy; and the Insureds agree that such person or organization shall act on their behalf.

O. POLICY EXTENDED REPORTING PERIOD – ALL CLAIMS MADE COVERAGES

The Named Insured's right to exercise the Extended Reporting Period under any Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Coverage Parts that provide coverage on a claims made basis.

P. TERMS AND CONDITIONS

This policy is comprised of these Common Policy Conditions, the Declarations, various Coverage Parts and endorsements, if applicable, and the application. Although various Coverage Parts may be referenced in this policy, a Coverage Part is included within this policy only if that Coverage Part is stated as being purchased in the Coverage Schedule in Item 5. of the Declarations.

Except for these Common Policy Conditions or unless stated to the contrary in any Coverage Part or endorsement, the terms and conditions of each Coverage Part of this policy apply only to that Coverage Part and shall not apply to any other Coverage Part of this policy. Any defined term referenced in the Common Policy Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part. If any provision in the Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.

Q. SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Company is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Corporation, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

The insurance does not apply:

1. Under any Liability Coverage, to Bodily Injury or Property Damage:
 - a. With respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the Hazardous Properties of Nuclear Material and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to Bodily Injury resulting from the Hazardous Properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization.

3. Under any Liability Coverage, to Bodily Injury or Property Damage resulting from Hazardous Properties of Nuclear Material, if:
- a. The Nuclear Material **(1)** is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured or **(2)** has been discharged or dispersed therefrom;
 - b. The Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or
 - c. The Bodily Injury or Property Damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to Property Damage to such Nuclear Facility and any property thereat.
4. As used in this exclusion:

Hazardous Properties includes radioactive, toxic or explosive properties.

Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.

Source Material, Special Nuclear Material, and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.

Waste means any waste material **(1)** containing By-Product Material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content, and **(2)** resulting from the operation by any person or organization of any Nuclear Facility included under the first two paragraphs of the definition of Nuclear Facility.

Nuclear Facility means:

- a. Any Nuclear Reactor;
- b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing Spent Fuel, or **(3)** handling, processing or packaging Waste;
- c. Any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage includes all forms of radioactive contamination of property.



EVANSTON INSURANCE COMPANY

**SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL
LIABILITY INSURANCE COVERAGE PART**

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

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Expires 10/31/2019
Pays after effective date
ONLY

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to all the terms, conditions and limitations of this policy, the Company and the Insured agree as follows:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

- A. The Named Insured which is herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations;
- B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;
- C. If the Named Insured is a limited liability company, any past or current manager thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as manager of such limited liability company and any past or current member thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as a member of such limited liability company;
- D. Any medical director solely while acting on behalf of the Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;
- E. Any student enrolled in a training program in connection with the Named Insured's Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured's direction;
- F. The heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of death, incapacity or bankruptcy of such Insured, but only for each such Insured's liability as is otherwise covered herein.

INSURING AGREEMENT

A. Professional Liability and Claims Made Clause: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Professional Personal Injury:

1. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by an Insured; or
2. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by a natural person, who is not and shall not be an Insured hereunder, and through whose acts the Insured controls the provider-patient relationship as of the time of such act, error or omission;

provided:

- a. The act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in the Declarations and before the end of the Policy Period; and
- b. Prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

DEFINITIONS

- A. Administrative Duties** means establishing medical protocol, serving on a standards review, peer review, or credentialing committee or similar professional board or committee of the Named Insured; provided, however, Administrative Duties shall not include:
1. Rendering or failure to render Professional Services by a medical director which results in Professional Personal Injury; or
 2. Rendering or failure to render specific medical direction for a natural person receiving Professional Services via telecommunications to other healthcare professionals.
- B. Claim** means the Insured's receipt of:
1. A written demand for Damages or Professional Services; or
 2. The service of suit or institution of arbitration proceedings against the Insured seeking Damages.
- C. Claim Expenses** means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any Claim for which coverage is afforded under this Coverage Part, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include:
1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or
 2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.
- D. Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include:
1. Punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages;
 2. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured or other penalties imposed by law;
 3. Sanctions;
 4. Matters which are uninsurable under the law pursuant to which this Coverage Part shall be construed;
 5. The return, withdrawal, reduction or restitution or payment of fees, profits or charges for services or consideration and/or any expenses paid to the Insured; or
 6. The cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.
- E. Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.
- F. Leased Worker** means any natural person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.
- G. Policy Period** means the period from the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.
- H. Professional Personal Injury** means:
1. Any bodily injury, mental injury, sickness, disease, emotional distress or mental anguish, including death resulting therefrom of any natural person receiving Professional Services arising out of an act, error or omission in Professional Services rendered or that should have been rendered;
 2. False arrest, detention or imprisonment, or malicious prosecution of any natural person receiving Professional Services, except when inflicted by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed; or

3. The publication or utterance of a libel or slander concerning a natural person receiving Professional Services or a publication or an utterance in violation of such person's right to professional confidence, except when published or uttered by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed.

- I. **Professional Services** means those services stated in Item 4. of the Declarations.
- J. **Temporary Worker** means any natural person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.
- K. **Volunteer Worker** means any natural person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

THE EXCLUSIONS

This Coverage Part does not apply to:

- A. Any act, error or omission in Professional Services rendered or that should have been rendered or Professional Personal Injury committed in violation of any law or ordinance;
- B. Any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious, knowingly wrongful, deliberate, or intentional acts, errors or omissions committed by or at the direction of the Insured;
- C. Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by the United States Department of Health & Human Services (HHS) or by an utilization or quality review organization under contract with HHS; provided, however, this exclusion shall not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act;
- D. Any Claim based upon or arising out of the invasion, infringement or interference of the right of privacy arising from the use, visitation of, posting or browsing of any blog, bulletin board services, chat room, web site or other internet form or URL;
- E. Any Claim based upon or arising out of the gathering, use or dissemination of personal information in any form including but not limited to any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- F. Any Claim based upon or arising out of any unlawful discrimination by any Insured;
- G. Any Claim based upon or arising out of any act, error or omission committed or alleged to have been committed by the Insured that in any manner relates to or arises out of the actual, alleged or threatened discharge, dispersal, release, escape or existence of pollutants, hazardous substances, toxic substances or substances which in any manner impair or allegedly impair the environment or which result in bodily injury or property damage;
- H. Any liability arising out of the Insured's activities in his/her capacity as proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory or business enterprise, or any governmental body, sub-division or agency not named as an Insured under this policy unless such activities are disclosed in the application and covered by endorsement to this policy;
- I. Any Claim based upon or arising out of any liability of others assumed by the Insured under any contract or agreement; unless such liability would have attached to the Insured even in the absence of the contract or agreement;
- J. Any Claim arising out of general liability, or goods or products manufactured, sold, handled or distributed by the Insured or by others trading under an Insured's name;
- K. Any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft;
- L. Any Claim based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature; provided, however, the Company agrees to defend the Named Insured for such a Claim for the strictly vicarious liability of the Named Insured, unless a manager, supervisor, officer, director, trustee or partner of the Named Insured:

1. Knew or should have known about the sexual act allegedly committed by the Insured but failed to prevent or stop it; or
2. Knew or should have known that the Insured who allegedly committed the sexual act had a prior history of such sexual misconduct act;

The Company shall not pay Damages on behalf of the Named Insured for such a Claim.

- M.** Injury arising out of the performance of a criminal act or caused by an Insured while under the influence of intoxicants or narcotics;
- N.** Any Claim based upon, arising out of, or in any way involving:
1. The employment relationship or the nature, terms or conditions of employment or any workplace tort brought by or on behalf of any Employee, former Employee, prospective employee, independent contractor or consultant of the Insured or to Professional Personal Injury to, or sickness, disease or death of any Employee of the Insured arising out of, and in the course of his/her employment by the Insured;
 2. Any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; or
 3. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974, or any other similar federal, state or common law or any amendments thereto;
- O.** Any Claim based upon or arising out of:
1. The dispensing of or the use of any drug or device whose approval for use was withdrawn by the U.S. Food and Drug Administration (FDA) at the time such drug or device was used or dispensed;
 2. Use, administration or prescription of any drug, pharmaceutical, medical device or procedure which has not received final approval by the FDA for treatment of humans or which is not used, administered or prescribed as part of an FDA approved study;
- P.** Any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of an advertisement;
- Q.** Any Claim based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.;
- R.** Any Claim based upon or arising out of the disarming or disabling of any alarms or monitoring devices of medical equipment;
- S.** Any Claim based upon or arising out of:
1. The failure to maintain medical records in their original condition;
 2. Creating, altering, amending or modifying medical records;
 3. Improperly disposing of medical records;
 4. The failure to maintain the privacy and security of medical records or private personal information;
- T.** Any Claim made against the Insured:
1. By any person or organization or its subrogee, assignee, contractor, subcontractor, or parent company, subsidiary, division or affiliated company which was or is operated, managed, owned or otherwise controlled, whether directly or indirectly, or in whole or in part, by an Insured or parent company or any subsidiary, division or affiliated organization; or
 2. By or on behalf of any Insured under this policy; provided, however, this exclusion shall not apply to any Claim made against any Insured arising out of the rendering of or failure to render Professional Services by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, if such Insured is a natural person receiving Professional Services;
- U.** Any Claim based upon or arising out of:
1. Any allegations of price fixing, unfair competition or trade practices;
 2. A dispute over fees, income or revenue;

3. The inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or
 4. Violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession;
- V. Any Claim based upon or arising out of any violation of:
1. The Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;
 2. The CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;
 3. The Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation, including the Fair and Accurate Credit Transactions Act of 2003 (FACTA); or
 4. Any other statute, law, rule, ordinance or regulation that addresses, prohibits or limits the dissemination, sending, transmitting, communication, printing, disposal, collection, recording or distribution of information or other material;
- W. Any Claim based upon or arising out:
1. Any disciplinary proceeding against the Insured conducted by any regulatory body, disciplinary board or governmental agency; or
 2. Any federal or state inquiry or review involving an Insured's professional licensure; or
- X. Any Claim brought under any other Coverage Part of this policy.

TERRITORY

The insurance afforded applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

- A. Limit of Liability-Each Claim:** For Professional Liability, the total liability of the Company for the combined total of Damages and Claim Expenses for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.
- B. Limit of Liability-Coverage Part Aggregate:** Subject to the above Section LIMITS OF LIABILITY A., for Professional Liability, the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability as stated in the Declarations for all Damages and Claim Expenses arising out of all Claims first made against the Insured during the Policy Period and the Extended Reporting Period, if exercised.
- C. Limit of Liability-Reduction for Refusal to Settle:** The Company shall not settle any Claim without the consent of the Insured. If, however, the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained. If, however, the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed the amount for which the Claim could have been so settled including Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of the above Limits of Liability A. and B.
- D. Deductible:** For Professional Liability, the Deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each Claim and shall include Damages and Claim Expenses, whether or not Damages payments are made.

Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days. The total payments requested from the Named Insured in respect of each Claim shall not exceed the Deductible amount stated in the Declarations.

The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.

- E. Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission is made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company.

DEFENSE AND CLAIM EXPENSES

- A. Defense and Investigation of Claims:** The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.
2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:
 - a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;
 - b. Providing any other reasonable information requested;
 - c. Providing fully itemized billing on a periodic basis; and
 - d. Cooperating with the Company and the Insured in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by defense counsel's cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible.

CLAIMS

- A. Claim Reporting Provision:** It is a condition precedent to coverage afforded by this Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Corporation, P.O. Box 2009, Glen Allen, VA 23058-2009, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

- B. Discovery Clause:** If during the Policy Period, the Insured first becomes aware of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, then the Insured may provide written notice as stated in the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such act, error or omission in Professional Services shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is received by the Company.

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It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. The description of the specific act, error or omission in Professional Services;
2. The date on which such act, error or omission in Professional Services took place;
3. The injury or damage which has or may result from such act, error or omission in Professional Services;
4. The identity of any injured persons; and
5. The circumstances by which the Insured first became aware of such act, error or omission in Professional Services.

Subject to the paragraph hereinabove, if during the Policy Period the Insured provides such written notice of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, the Company at its sole option, may investigate such specific act, error or omission in Professional Services. Such matter shall be subject to all terms, conditions and provisions in this Coverage Part as applicable to a Claim.

EXTENDED REPORTING PERIOD

- A. The Named Insured's right to exercise the Extended Reporting Period under this Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Insuring Agreements in the policy for which an Extended Reporting Period is available.
- B. If the Named Insured nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions Section A., Cancellation, or if the Company nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions A., Cancellation, for reasons other than nonpayment of premium, Deductible or non-compliance with the terms and conditions of this policy, then the Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the adjusted annual premium for the Policy Period, subject to adjustment as per Common Policy Conditions K., Premium and Audit, but in no event less than the percentage stated in the Declarations of the annual minimum premium for the policy, to extend the coverage granted under this Coverage Part, for the period of months stated in the Declarations, as elected by the Named Insured to apply to Claims first made against the Insured during the period of months as elected and reported to the Company pursuant to, Section CLAIMS A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, for any act, error or omission in Professional Services which happened on or after the applicable Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this Coverage Part.

This extended period of coverage months as elected by the Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

If, however, this Coverage Part is immediately succeeded by claims made insurance coverage on which the Professional Liability Retroactive Date is the same as or earlier than that stated in the Declarations of this policy, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the Named Insured shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or deductible and/or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

This Extended Reporting Period shall not be available when any Insured's license or right to practice his/her profession is revoked, suspended or surrendered.

- C. As a condition precedent to the right to purchase the Extended Reporting Period, the Named Insured must have paid:
 1. All Deductibles when due;
 2. All premiums due for the Policy Period; and
 3. All premium and deductible(s), if any, due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written request for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or

INTERLINE

nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written request and payment of additional premium for the Extended Reporting Period are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

- D. The Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.
- E. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.
- F. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in the Declarations.



EVANSTON INSURANCE COMPANY

**SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE
COVERAGE PART – OCCURRENCE COVERAGE**

THIS IS AN OCCURRENCE COVERAGE PART. PLEASE READ IT CAREFULLY.

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SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

THIS IS AN OCCURRENCE COVERAGE PART. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to all the terms, conditions and limitations of this policy, the Company and the Insured agree as follows:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

- A. The Named Insured which is defined herein as the person(s) or organization(s) stated in Item 1. of the Declarations;
- B. If the Named Insured is an individual, the person so stated and his/her lawful spouse, but only with respect to his/her conduct of business as a sole proprietor;
- C. If the Named Insured is a partnership or joint venture, the partnership or joint venture so stated and any partner or member thereof and his/her lawful spouse, but only with respect to the conduct of the partnership or joint venture business;
- D. If the Named Insured is a limited liability company, the limited liability company so stated, any manager thereof, but only with respect to their duties as manager of the limited liability company and any member thereof, but only with respect to the conduct of the business of the limited liability company;
- E. If the Named Insured is other than an individual, partnership, joint venture or limited liability company, the organization so stated and any executive officer or director thereof, but only with respect to his/her duties as an executive officer or director of such organization;
- F. Any person other than an Employee, or any organization while acting as real estate manager for the Named Insured;
- G. Any Employee, other than either the executive officers of the Named Insured if the Named Insured is an organization other than a partnership, joint venture or limited liability company or any manager of the Named Insured if the Named Insured is a limited liability company, solely while acting on behalf of the Named Insured and within the scope of their duties as such;

provided, however, that coverage afforded to such Employee does not apply to:

- 1. Bodily Injury or Personal and Advertising Injury:
 - a. To the Named Insured, the Named Insured's partners, the Named Insured's members or to a co-Employee while in the course of their employment or performing duties related to the conduct of the Named Insured's business;
 - b. To the spouse, child, parent, brother or sister of that co-Employee as a consequence of subparagraph 1.a. hereinabove;
 - 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 subparagraphs 1.a. and b. hereinabove; or
 - d. Arising out of his/her providing or failure to provide professional health care services, if the Named Insured is engaged in the business or occupation of providing professional health care services;
- 2. Property Damage to property:
 - a. Owned, occupied or used by; or
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the Named Insured or any Volunteer Worker or Employee or any partner or member of the Named Insured;

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- H.** Any organization which is acquired or formed by the Named Insured, other than a partnership, joint venture or limited liability company, and over which the Named Insured maintains majority ownership, will qualify as a Named Insured if there is no other similar insurance available to that organization;
provided, however, that:
1. Coverage under this provision is afforded only for ninety (90) days from the date the Named Insured acquires or forms such organization, or the end of the Policy Period, whichever is earlier;
 2. Coverage A. does not apply to Bodily Injury or Property Damage that occurred before the Named Insured acquired or formed the organization; and
 3. Coverage B. does not apply to Personal and Advertising Injury arising out of an offense committed before the Named Insured acquired or formed the organization;
- I.** Any supervisor, administrator, medical director, department head or head of medical staff solely while acting on behalf of the Named Insured and solely within the scope of their duties as such;
- J.** Any student enrolled in a training program in connection with the Named Insured's Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured's direction;
- K.** Any Volunteer Worker of the Named Insured, other than a healthcare provider, solely while acting on behalf of the Named Insured and within the scope of his/her duties as such and at the direction of the Named Insured;
- L.** The heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of death, incapacity or bankruptcy of such Insured, but only for such Insured's liability as is otherwise covered herein;
- M.** Any member of a board or committee of the Named Insured, solely for conduct arising out of their duties as a board or committee member and any person who executes a decision or directive from a board or committee of the Named Insured solely while in the course and scope of executing such order or directive.

This Coverage Part does not apply to any Bodily Injury, Property Damage, Occurrence, Personal and Advertising Injury or offense arising out of the conduct of any partnership, joint venture or limited liability company which is not stated in the Declarations as a Named Insured.

INSURING AGREEMENTS

- A. Coverage A. - Bodily Injury and Property Damage Liability:** The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim made against the Insured and reported to the Company pursuant to Section Claim Reporting Provision, for Bodily Injury or Property Damage caused by an Occurrence;
provided:
1. The entirety of the Bodily Injury or Property Damage and Occurrence happens during the Policy Period;
 2. Such Bodily Injury or Property Damage and Occurrence arises out of only those Specified Products, Goods, Operations or Premises stated in the Declarations;
 3. Prior to the effective date of this Coverage Part the Insured had no knowledge such Bodily Injury, Property Damage or Occurrence had occurred in whole or in part, and if any Insured knew prior to the Policy Period that the Bodily Injury, Property Damage or Occurrence had occurred, then any continuation, change or resumption of such Bodily Injury, Property Damage or Occurrence during or after the Policy Period will be deemed to have been known prior to the Policy Period;
 4. Such Bodily Injury or Property Damage, which occurs during the Policy Period and was not, prior to the Policy Period known to have occurred by any Insured, includes any continuation, change or resumption of that Bodily Injury or Property Damage after the end of the Policy Period; and
 5. Such Bodily Injury, Property Damage or Occurrence will be deemed to have been known to have occurred at the earliest of any Insured:
 - a. Reporting all, or any part, of such Bodily Injury, Property Damage or Occurrence to the Company or any other insurer;
 - b. Receiving of a Claim because of such Bodily Injury, Property Damage or Occurrence; or

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- c. Becoming aware by any other means that such Bodily Injury, Property Damage or Occurrence has occurred or has begun to occur.

B. Coverage B. - Personal and Advertising Injury Liability: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim made against the Insured and reported to the Company pursuant to Section Claim Reporting Provision, for Personal and Advertising Injury caused by an offense;

provided:

1. The entirety of the Personal and Advertising Injury and offense happens during the Policy Period; and
2. Such Personal and Advertising Injury and offense arises out of only those Specified Products, Goods, Operations or Premises stated in the Declarations.

C. Coverage C. – Medical Payments

The Company will pay medical expenses for Bodily Injury caused by an accident:

1. On premises the Named Insured owns or rents;
2. On ways next to premises the Named Insured owns or rents; or
3. Because of the Named Insured's operations;

provided that:

- a. The accident takes place in the United States of America, its territories or possessions or Puerto Rico and during the Policy Period;
- b. The expenses are incurred and reported to the Company within one (1) year of the date of the accident; and
- c. The injured person submits to examination, at the Company's expense, by physicians of the Company's choice as often as the Company reasonably requires.

The Company will make these payments regardless of fault. The Company will pay reasonable expenses for:

- (i) First aid administered at the time of an accident;
- (ii) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (iii) Necessary ambulance, hospital, professional nursing and funeral services.

The Named Insured shall report such expenses to Markel Claims, P.O. Box 2009, Glen Allen, VA 23058-2009, on behalf of the Company.

DEFINITIONS

A. Advertisement means a commercial communication, including communications that are published material placed on the Internet or on similar electronic means of communication, that is broadcast or published about the Named Insured's Specified Products, Goods or Operations stated in the Declarations for the purpose of promoting the sale or use of such Specified Products, Goods or Operations; provided, however, only that part of a website that is about the Named Insured's Specified Products, Goods or Operations stated in the Declarations for the purposes of promoting such Specified Products, Goods or Operations is considered an Advertisement.

B. Aircraft Products means any aircraft whether or not heavier than air, including spacecraft and missiles, and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of Aircraft Products.

C. Auto means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; provided, however, it does not include Mobile Equipment; or

2. Any other land motor vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
provided, however, Auto does not include Mobile Equipment.
- D. Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. Claim** means a written notice received by the Insured of:
1. An intention to hold the Insured responsible for:
 - a. A Bodily Injury;
 - b. A Property Damage;
 - c. A Personal and Advertising Injury;
 - d. An Occurrence; or
 - e. An offense resulting in a Personal and Advertising Injury; involving this Coverage Part; or
 2. The service of suit or institution of arbitration proceedings against the Insured.
- F. Claim Expenses** means reasonable and necessary amounts incurred by the Company, or by the Insured with the prior written consent of the Company, in the defense of that portion of any Claim for which coverage is afforded under this Coverage Part, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include:
1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or
 2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.
- Solely for the purposes of liability assumed in an Insured Contract, Claim Expenses incurred by or for a party other than an Insured are deemed to be Damages because of Bodily Injury or Property Damage; provided, however, that:
- a. Liability to such party for, or the cost of, that party's defense has also been assumed in the same Insured Contract; and
 - b. Such Claim Expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which Damages to which this insurance applies are alleged.
- G. Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include:
1. Punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages;
 2. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured or other penalties imposed by law;
 3. Sanctions;
 4. Matters which are uninsurable under the law pursuant to which this Coverage Part shall be construed; or
 5. The return, withdrawal, reduction or restitution or payment of any fees, profits or charges for services or consideration and/or any expenses paid to the Insured for services, products or goods.
 6. The cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.
- H. Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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- I. Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.
- J. Grounding** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Products.
- K. Insured Contract** means:
1. A contract for lease of premises; provided, however, that the portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner shall not be an Insured Contract;
 2. Any easement or license, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
 3. An obligation, as required by municipal ordinance, to indemnify a municipality, except in connection with work for the municipality;
 4. A sidetrack agreement;
 5. An elevator maintenance agreement; or
 6. That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third party, provided such Bodily Injury or Property Damages is caused, in whole or in part, by the Insured or by any person or organization acting on behalf of the Named Insured; provided, however, Insured Contract shall not include that part of any contract or agreement:
 - a. That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or designs or specifications; or
 - (ii) Supervision, inspection, failure to supervise or inspect architectural, engineering or surveying services; or
 - c. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render services of a professional nature, including those listed in subparagraph 6.b. hereinabove or any supervision, inspection, failure to supervise or inspect architectural, engineering or survey services.
- L. Leased Worker** means a person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.
- M. Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises the Named Insured owns or rents;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - a. Power cranes, shovels, loaders, diggers, or drills; or

- b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in 1., 2., 3., or 4. herein above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
- 6. Vehicles not described in 1., 2., 3., or 4. herein above maintained primarily for purposes other than the transportation of persons or cargo; provided, however, that self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:
 - a. Equipment designed primarily for:
 - (i) Snow removal;
 - (ii) Road maintenance, but not construction or resurfacing; or
 - (iii) Street cleaning;
 - b. Cherry pickers and similar devices mounted on Auto or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;

provided, however, Mobile Equipment does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered Autos.

N. Named Insured's Products or Goods means Specified Products or Goods stated in the Declarations, other than real property, that are manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name, including any container thereof, other than a vehicle.

Named Insured's Products or Goods includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Named Insured's Products or Goods; and
2. The providing or failure to provide warnings or instructions.

Named Insured's Products or Goods does not include a vending machine or any other property rented to or located for use of others but not sold.

O. Named Insured's Work means:

1. Work or operations performed by or on behalf of the Named Insured for those Specified Operations stated in the Declarations; and
2. Materials, parts or equipment furnished in connection such work or operations.

Named Insured's Work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Named Insured's Work; and
- b. The providing or failure to provide warnings or instructions.

P. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Q. Personal and Advertising Injury means injury, including consequential Bodily Injury, caused by one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 4. Oral or written publication, in the course of the Named Insured's Advertisement, of material that slanders or libels a person or organization or disparages a person's or organization's products, goods, operations or services;
 5. Oral or written publication, in the course of the Named Insured's Advertisement, of material that violates a person's right of privacy;
 6. The use of another's advertising idea in the course of the Named Insured's Advertisement; or
 7. Infringing upon another's copyright, trade dress or slogan in the course of the Named Insured's Advertisement.
- R. Policy Period** means the period from the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.
- S. Pollutants** means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electric, or magnetic irritants or contaminants, including, smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.
- T. Products-Completed Operations Hazard** includes Bodily Injury and Property Damage occurring away from premises owned by or rented to the Named Insured and arising out of the Named Insured's Products or Goods or the Named Insured's Work.
1. Products-Completed Operations Hazard does not include:
 - a. Products or goods that are still in the Named Insured's physical possession; or
 - b. Work that has not yet been completed or abandoned.
 2. The Named Insured's Work shall be deemed completed at the earliest of the following times:
 - a. When all of the work called for under a contract with the Named Insured has been completed;
 - b. When all of the work to be performed at the job site has been completed if the contract with the Named Insured calls for work at more than one job site; or
 - c. When the portion of the work out of which the Bodily Injury, Property Damage or Occurrence arises has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.
 3. Work or operations which may require service, maintenance, correction, repair or replacement, but which are otherwise complete, shall be deemed completed.
 4. The Products-Completed Operations Hazard does not include any Bodily Injury, Property Damage or Occurrence arising out of:
 - a. The transportation of property, unless the Bodily Injury, Property Damage or Occurrence arises out of a condition in or on a vehicle not owned or operated by the Named Insured created by the loading or unloading thereof; or
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
- U. Professional Services** means those services stated in Item 4. of the Declarations.
- V. Property Damage** means:
1. Physical injury to or destruction of tangible property, including consequential loss of use thereof; or
 2. Loss of use of tangible property which has not been physically injured or destroyed;
- provided, however, any such loss of use is caused by an Occurrence;
- Tangible property shall not include Electronic Data.

- W. Temporary Worker** means any person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.
- X. Volunteer Worker** means any person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

THE EXCLUSIONS

- A.** With respect to all Coverages, this Coverage Part does not apply to any Claim:
1. Based upon or arising out of:
 - a. The actual, alleged or threatened discharge, disposal, migration, dispersal, seepage, release or escape of Pollutants; provided, however, this subparagraph shall not apply with respect to:
 - (1) The Products-Completed Operations Hazard;
 - (2) Damage, arising out of heat, smoke or fumes from hostile fire at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any Insured;
 - b. Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, disposal, migration, dispersal, seepage, release or escape of Pollutants:
 - (1) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (2) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
 - c. Any demand, request, direction, order or statutory or regulatory requirement to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or in any way respond to or assess the effects of Pollutants or to pay for or contribute to the costs of undertaking such actions; provided, however, this subparagraph shall not apply to liability for Damages because of Property Damage that the Insured would have in the absence of such demand, request, direction, order or statutory or regulatory requirement;
 2. Based upon, arising out of, or in any way involving an act, error or omission in the performance of services of a professional nature rendered or that should have been rendered by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible;
 3. Based upon or arising out of the Insured's activities as a fiduciary under the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments or any regulation or order issued pursuant thereto;
 4. Based upon or arising out of any unlawful discrimination by any Insured;
 5. Based upon or arising out of any Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate Electronic Data;
 6. Based upon or arising out of any violation of:
 - a. The Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;
 - b. The CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;
 - c. The Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation, including the Fair and Accurate Credit Transactions Act of 2003 (FACTA); or
 - d. Any other federal, state or local statute, law, rule, ordinance or regulation that addresses, prohibits or limits the dissemination, sending, transmitting, communicating, printing, disposal, collecting, recording or distribution of information or other material;
 7. Based upon or arising out of Bodily Injury or Property Damage arising directly or indirectly out of:

- a. War, whether or not declared;
 - b. Civil war, insurrection, rebellion, revolution or usurped power or action taken by governmental authority in hindering or defending against any of the foregoing; or
 - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
8. Based upon or arising out of the termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, refusal to employ, or other practices or policies related to employment or professional privileges; or
9. Brought under any other Coverage Part of this policy.

Exclusions A.1. and A.7. shall not apply to Property Damage by fire to premises while rented by the Named Insured or temporarily occupied by the Named Insured with the permission of the owner of the premises. A Limit of Liability applies to this coverage as described in Section Limits of Liability, Coverage A. - Limit of Liability – Fire Damage.

B. With respect to Coverage A., this Coverage Part does not apply to any Claim:

- 1. Based upon or arising out of Bodily Injury or Property Damage expected or intended from the standpoint of the Insured; provided, however, this exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property;
- 2. Based upon or arising out of Bodily Injury or Property Damage for which the Insured is obligated to pay Damages because of the assumption of liability in any contract or agreement; provided, however, this exclusion shall not apply to liability for damages:
 - a. That the Insured would have in the absence of the contract or agreement; or
 - b. Assumed in a contract or agreement that is an Insured Contract; provided, the Bodily Injury and Property Damage occurs subsequent to the execution of the Insured Contract;
- 3. Based upon or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. A delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or
 - b. A defect, deficiency, inadequacy or dangerous condition in the Named Insured's Products or Goods or the Named Insured's Work;

provided, however, this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's Products or Goods or the Named Insured's Work after such products, goods or work have been put to use by any person or organization other than an Insured, provided such products, goods or work are included in the Specified Products, Goods or Operations stated in the Declarations;

- 4. Based upon or arising out of Property Damage to:
 - a. The Named Insured's Products or Goods; or
 - b. The Named Insured's Work included in the Products-Completed Operations Hazard, arising out of it or any part of it, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or work or part thereof or for loss of use of any defective or allegedly defective product or work;
- 5. For Damages for any loss, cost or expense incurred by the Named Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Named Insured's Products or Goods or the Named Insured's Work or of any property of which such products, goods or work form a part, if such products, goods, work or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein;
- 6. Based upon or arising out of Bodily Injury or Property Damage arising out of ownership, maintenance, operation, use or entrustment to others or loading or unloading of:
 - a. Any Auto, aircraft or watercraft owned or operated by or rented or loaned to any Insured; or

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- b. Any other Auto, aircraft or watercraft operated by any person in the course of their employment or activities on behalf of the Named Insured;

provided, however, this exclusion shall not apply to:

- (1) The parking of an Auto on premises owned by, rented to or controlled by the Named Insured or on ways next to such premises, if such Auto is not owned by or rented or loaned to any Insured;
- (2) A watercraft while ashore on premises owned by, rented to or controlled by the Named Insured; or
- (3) A watercraft that is less than twenty-six (26) feet in length, that is not owned by the Named Insured and that is not being used to carry persons or property for a charge;

7. Based upon or arising out of Bodily Injury or Property Damage arising out of:

- a. The ownership, maintenance, operation, use, loading or unloading of any Mobile Equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for such contest or activity; or
- b. The operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;

8. Based upon or arising out of Bodily Injury or Property Damage arising out of the transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Insured;

9. Based upon or arising out of Property Damage to:

- a. Property owned, occupied or rented to the Insured;
- b. Property loaned to the Insured;
- c. Personal property in the care, custody or control of the Insured;
- d. That particular part of any property,
 - (1) Upon which operations are being performed by or on behalf of the Named Insured if the Property Damage arises out of those operations; or
 - (2) The restoration, repair or replacement of which has been made or is necessary because of faulty workmanship thereon by or on behalf of the Insured; provided, however, this subparagraph shall not apply with respect to Property Damage included in the Products-Completed Operations Hazard;
- e. Premises that the Named Insured sells, gives away or abandons, if the Property Damage arises out of any part of those premises; provided, however, this subparagraph shall not apply if the premises are included in the Products-Completed Operations Hazard and were never occupied, rented or held for rental by the Named Insured; or
- f. To work performed by the Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith with respect to the Products-Completed Operations Hazard;

provided, however, Items b., c., and d. of this exclusion shall not apply with respect to liability under a written sidetrack agreement;

10. Based upon or arising out of any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law;

11. Based upon or arising out of Bodily Injury to any employee of the Insured arising out of and in the course of employment by the Insured or performing duties related to conduct of the Insured's business or any such Claim brought by or on behalf of the spouse, child, parent, brother, sister or partner of the employee;

this exclusion shall apply:

- a. Whether the Insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of injury;

provided, however, that this exclusion shall not apply with respect to liability assumed by the Insured under an Insured Contract;

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12. Based upon or arising out of Bodily Injury or Property Damage for which the Insured may be held liable because of:
- a. Causing or contributing to the intoxication of any person;
 - b. The furnishing of alcoholic beverages to a person under legal drinking age or under the influence of alcohol; or
 - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; provided, however, this exclusion shall apply only if the Named Insured:
 - (1) Manufactures or distributes alcoholic beverages;
 - (2) Serves or furnishes alcoholic beverages for a charge whether or not such activity requires a license, is for financial gain or livelihood; or
 - (3) Serves or furnishes alcoholic beverages without a charge if a license is required for such activity;
13. Based upon or arising out of Aircraft Products including consequential loss of use thereof resulting from Grounding;
14. Based upon or arising out of the Named Insured's Products or Goods or the Named Insured's Work in violation of any law, statute, ordinance, or regulation, Federal, State or Municipal government, or agencies thereof;
15. For Bodily Injury arising out of Personal and Advertising Injury; or
16. Based upon or arising out of Bodily Injury sustained by any patient, person or resident of a facility receiving services of a professional nature or any such Claim brought by or on behalf of the spouse, child, parent, grandparent, brother, sister or partner of such patient, person or resident of a facility.

Exclusions B.3. through B.12. shall not apply to Property Damage by fire to premises while rented by the Named Insured or temporarily occupied by the Named Insured with the permission of the owner of the premises. A Limit of Liability applies to this coverage as described in Section Limits of Liability, Coverage A. - Limit of Liability – Fire Damage.

C. With respect to Coverage B., this Coverage Part does not apply to any Claim:

1. Based upon or arising out of Personal and Advertising Injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;
2. Based upon or arising out of Personal and Advertising Injury arising out of the oral or written publication, in any manner, of material, if done by or at the direction of the Insured with the knowledge of its falsity;
3. Based upon or arising out of Personal and Advertising Injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the Policy Period;
4. Based upon or arising out of Personal and Advertising Injury arising out of any criminal act committed by or at the direction of the Insured;
5. Based upon or arising out of Personal and Advertising Injury arising out of a mistake in advertised price or incorrect description of any product, good or operation;
6. Based upon or arising out of any liability assumed by the Insured in a contract or agreement; provided, however, this exclusion shall not apply to liability an Insured would have in the absence of the contract or agreement;
7. Based upon or arising out of Personal and Advertising Injury arising out of piracy, unfair competition, the infringement of copyright, title, trade dress, slogan, service mark, service name or trademark, trade name, patent, trade secret or other intellectual property right; provided, however, this exclusion shall not apply to Infringing upon another's copyright, trade dress or slogan in the Named Insured's Advertisement;
8. Based upon or arising out of Personal and Advertising Injury arising out of piracy, unfair competition, infringement of title, service mark, service name or trademark, trade name, patent, trade secret or other intellectual property right; provided however, under this exclusion other intellectual property right does not include use of another's advertising idea in the Named Insured's Advertisement;

INTERLINE

9. Based upon or arising out of Personal and Advertising Injury arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control;
 10. For any Personal and Advertising Injury committed by any Insured whose business is:
 - a. Advertising, broadcasting, publishing, or telecasting;
 - b. Designing or determining content for websites for others; or
 - c. An Internet access, content, search or service provider;
 11. Based upon or arising out of Personal and Advertising Injury arising out of the unauthorized use of another party's name or product in the Named Insured's email address, domain name or metatag, or any similar device to mislead another party's customers or potential customers;
 12. Based upon or arising out of a breach of contract; provided, however, this exclusion shall not apply to an implied contract to use another's advertising idea in the Named Insured's Advertisement; or
 13. Based upon or arising out of the failure of products, goods or services to conform with any statement of quality or performance made in the Named Insured's Advertisement.
- D.** With respect Coverage C., the Company will not pay any expenses for Bodily Injury:
1. To any Insured;
 2. To a person hired to do work for or on behalf of the Insured or a tenant of the Named Insured;
 3. To a person injured on that part of premises owned or rented by the Named Insured that the person normally occupies;
 4. To a person, whether or not an employee of an Insured, if benefits for the Bodily Injury are payable or must be provided under any workers' compensation or disability benefits law or under any similar law;
 5. To a person injured while taking part in athletics;
 6. Included in the Products-Completed Operations Hazard;
 7. Excluded under Coverage A.; or
 8. To any patient, person or resident of a facility receiving services of a professional nature.

TERRITORY

The insurance afforded by this Coverage Part applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

- A. Coverage A. - Limit of Liability-Each Occurrence:** The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Coverage A. because of all Bodily Injury or Property Damage sustained by one or more persons or organizations as the result of any one Occurrence shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Occurrence.
- B. Coverage A. - Limit of Liability-Fire Damage:** The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims, including those subject to the above provision regarding the Coverage A. - Limit of Liability – Each Occurrence, because of Property Damage to premises, while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner of the premises arising out of any one fire, shall not exceed the Limit of Liability stated in the Declarations as applicable to Fire Damage – Any One Fire.
- C. Coverage B. - Limit of Liability-Each Person or Organization:** The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Coverage B. because of all Personal and Advertising Injury sustained by any one person or organization shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Person or Organization.

- D. Coverage C. – Medical Payments: Limit of Liability–Each Injured Person:** The total liability of the Company for medical expenses under Coverage C. because of Bodily Injury sustained by any one person shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Injured Person.
- E. Limit of Liability – Coverage Part Aggregate:** Subject to the above Limits of Liability A., B., C. and D., the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability stated in the Declarations for all Damages and Claim Expenses for Coverage A. and B. and all medical expenses under Coverage C.
- F. Deductible:** The applicable Deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each Occurrence under Coverage A. and to each person or organization under Coverage B. and shall include Damages and Claim Expenses, whether or not Damages payments are made.
- Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days. The total payments requested from the Named Insured in respect of each Occurrence under Coverage A. or each person or organization under Coverage B. shall not exceed the applicable Deductible amount stated in the Declarations.
- The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.
- G. Multiple Insureds, Claims and Occurrences:** Under Coverage A. the inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability applicable to Coverage A. stated in the Declarations. More than one Claim arising out of a single Occurrence or a series of related Occurrences shall be considered a single Claim. All such Claims, whenever made, shall be treated as a single Claim.

DEFENSE, SETTLEMENTS AND CLAIM EXPENSES

- A. Defense, Investigation and Settlement of Claims:** The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:
1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the applicable Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the applicable Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the applicable Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.
 2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:
 - a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;
 - b. Providing any other reasonable information requested;
 - c. Providing fully itemized billing on a periodic basis; and
 - d. Cooperating with the Company and the Insured in resolving any discrepancies;

And the fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the applicable Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible.
- B. Consent to Settlement:** The Company may make such investigation and settlement of any Claim as it deems expedient.

CLAIM REPORTING PROVISION

It is a condition precedent to coverage afforded by this Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Occurrence or offense that happens during the Policy Period which may give rise to a Claim against the Insured.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Corporation, P.O. Box 2009, Glenn Allen, VA 23058-2009, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

OTHER CONDITIONS

- A. Prevention of Loss:** In the event of an Occurrence or an offense involving the Specified Products, Goods, Operations or Premises stated in the Declarations and covered by this Coverage Part, the Insured shall promptly, at his/her expense, take all reasonable steps to prevent other Bodily Injury, Property Damage or Personal and Advertising Injury from arising out of the same or similar conditions.
- B. Other Insurance:** With respect to Coverage C., Common Policy Conditions E. Other Insurance, shall not apply.
- C. Reporting of Changes in Specified Products, Goods, Operations and Premises:** The premium charged for this Coverage Part is based on those Specified Products, Goods, Operations and Premises stated in the Declarations and identified in the underwriting information submitted to the Company on behalf of the Insured at the time of policy inception. The Insured shall report promptly to the Company any changes in those Specified Products, Goods, Operations or Premises stated in the Declarations as described below, and the Company shall have the right to adjust the premium and/or Deductible(s) for such changes, based on its sole assessment of the additional exposure(s) presented.

Changes to report:

1. Any changes to manufacturing or servicing premises requiring structural alterations, or acquisition of additional manufacturing or servicing premises;
2. Any changes in manufacturing or servicing operations which is likely to result in an annual increase in payrolls of twenty-five percent (25%) or more;
3. Any change in operations which are not accurately described by the description as stated in the Declarations.

This Coverage Part shall apply to only those Specified Products, Goods, Operations and Premises stated in the Declarations, irrespective of any changes reported.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARKEL ADVANTAGE – GOOD SAMARITAN COVERAGE AND SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that:

1. Section INSURING AGREEMENT A. is amended by the addition of the following:

Any Claim by reason of an act, error or omission in rendering a Good Samaritan Act shall not be subject to any Deductible.

2. Section SUPPLEMENTARY PAYMENTS is added as follows:

SUPPLEMENTARY PAYMENTS

A. Defense of License Coverage and Claims Made Clause: The Company shall pay on behalf of the Insured reasonable and necessary Legal Fees and Legal Expenses incurred in the defense of the Insured in response to a Disciplinary Proceeding first initiated during the Policy Period;

Provided:

1. The act, error or omission in Professional Services giving rise to the Disciplinary Proceeding happens during the Policy Period or on or after type 05/18/2024 and before the end of the Policy Period; and
2. Prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may have led a reasonable person in the Insured's position to conclude that a Disciplinary Proceeding was likely;

Subject to:

- a. A limit of liability of \$5,000 for each Insured for each Disciplinary Proceeding; and
- b. A policy aggregate limit of liability of \$15,000 for all Insureds for all Disciplinary Proceedings covered herein.

The Insured shall give written notice to Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois, 60015, on behalf of the Company as soon as practicable of any Disciplinary Proceeding first initiated against the Insured during the Policy Period.

Payment pursuant to this Section SUPPLEMENTARY PAYMENTS A. shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to any Deductible.

B. Trial Attendance Supplementary Payment: The Company shall pay a per diem trial attendance allowance of \$1,000 to any Insured who attends the trial, mediation or arbitration of a Claim; but only if;

1. The Claim is made against the Insured;
2. The Claim is covered by this policy; and
3. The Insured attends the trial, mediation or arbitration at the written request of the Company.

Payment pursuant to this Section SUPPLEMENTARY PAYMENTS B. shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to any Deductible.

C. Subpoena/Deposition Request Assistance: In the event that during the Policy Period:

1. The Insured first receives a subpoena, a written request for the Insured's records or files or notice of deposition relative to an act, error or omission in Professional Services rendered or that should have been rendered by the Insured; and
2. The Insured reports the receipt of such subpoena or request or notice in writing to notice to Market Service, Incorporated, Ten Parkway North, Deerfield, Illinois, 60015, on behalf of the Company, within thirty (30) days of such receipt and prior to a Claim being first made against the Insured arising out of such Professional Personal Injury;

Then the Company shall pay on behalf of the Insured, up to \$500 per Policy Period for reasonable and necessary Legal Fees and Legal Expenses incurred for engaging the services of legal counsel selected by the Company to assist the Insured in responding to such subpoena or request or notice of deposition;

Payment pursuant to this Section SUPPLEMENTARY PAYMENTS C. shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to any Deductible.

No payment pursuant to this Section shall be made for the Insured's payment of or obligation to pay any taxes; criminal or civil fines, penalties or sanctions; registration or licensing fees; costs required to comply with non-monetary conditions imposed upon any Insured as a condition of licensure; any monetary judgment, award or settlement of any kind; or any Legal Fees and Legal Expenses incurred by the Insured in a proceeding associated with the foregoing.

3. Section DEFINITIONS H., Professional Personal Injury, is amended by the addition of the following:

4. An act, error or omission in rendering a Good Samaritan Act.

4. Section DEFINITIONS is amended by the addition of the following:

a. Disciplinary Proceeding means the Insured's receipt of notice of:

- i. Any state or federal regulatory or disciplinary action, inquiry or review involving the Insured's professional licensure, with the purpose of adversely affecting the Insured's license;
- ii. Any professional disciplinary action, inquiry, or review taken against the Insured by any health care organization which affects the Insured's professional privileges or membership with such organization;

However, Disciplinary Proceeding shall not include:

- (a) Any dispute involving timely completion of medical records;
- (b) Any application for initial placement on a medical staff;
- (c) Any criminal proceeding;
- (d) Any dispute involving allegations of fraud or willful non-compliance with any regulations or procedures or Medicare, Medicaid or any similar federal or state program; or
- (e) Any appeal of a Disciplinary Proceeding concluded against the Insured.

b. Good Samaritan Act means emergency health care, emergency medical care, or emergency treatment provided to a patient without compensation or expectation of compensation at the scene of any emergency.

c. Legal Fees and Legal Expenses means attorney's fees charged by legal counsel selected by the Company, and expert witness fees, and related legal and/or associated investigation costs and expenses incurred by the Insured with the written consent of the Company. This does not include reimbursement for the Insured's salary or loss of other billing or income. The Company shall have the final decision as to the reasonableness of the Legal Fees and Legal Expenses and as to the appeal any legal proceedings or Disciplinary Proceedings brought against the Insured.

5. Section LIMITS OF LIABILITY D., Deductible, is amended by the addition of the following:

Any Claim by reason of an act, error or omission in rendering a Good Samaritan Act shall not be subject to any Deductible.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED ERRORS AND OMISSIONS LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS
LIABILITY) INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND
COMPLETED OPERATIONS LIABILITY) COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Number 8 of the Declarations, an Extended Reporting Period of the following duration shall also be available:

48 months;
60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY INSURANCE POLICY
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART - OCCURRENCE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE
SPECIFIED PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE POLICY
SPECIFIED PROFESSIONAL AND SPECIFIED GENERAL LIABILITY POLICY – COVERAGE B. ONLY

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

A. Applicability of the Provisions of This Endorsement

1. The provisions of this endorsement shall become applicable commencing on the date when one or more of the following first happens or the inception date of this policy if the Policy Period in which this endorsement applies begins after such date:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available and with revisions that:
 - (1) Increase the Company's statutory percentage deductible under the Program for terrorism losses;
 - (2) Decrease the United States Government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this Coverage Part or policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. For Claims Made Coverage Parts, or policies supersede any terrorism endorsement already endorsed to this policy that addresses Certified Acts of Terrorism, but only with respect to an incident of terrorism (however defined) that results in a Claim first made on or after the date when the provisions of this endorsement become applicable; or
 - b. For Occurrence Coverage Parts, supersede any terrorism endorsement already endorsed to this policy that addresses Certified Acts of Terrorism, but only with respect to an incident of terrorism (however defined) that results in a Bodily Injury or Property Damage and an Occurrence, the entirety of which happens on or after the date when the provisions of this endorsement become applicable; and

c. Remain applicable unless the Company notifies the first Named Insured of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do not become applicable, any terrorism endorsement already endorsed onto this policy, that addresses Certified Acts of Terrorism, will continue in effect unless the Company notifies the first Named Insured of changes to that endorsement in response to federal law.

B. Section Definitions is amended by the addition of the following:

1. Terrorism means any activity against any natural person, organization or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence;

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express or express opposition to a philosophy or ideology.

C. Section The Exclusions is amended by the addition of the following:

This Coverage Part or policy does not apply to any Claim based upon, arising out of, directly or indirectly caused by Terrorism, including action in hindering or defending against an actual or expected incident of Terrorism. Any such Claim is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such incident of Terrorism.

This exclusion shall apply only when one or more of the following are attributed to an incident of Terrorism:

1. The Terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the Terrorism was to release such material;

3. The Terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the Terrorism was to release such materials;

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Company will include all insured damage sustained by property of all natural persons and organizations affected by the Terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusion; or

6. Fifty (50) or more persons sustain death or Serious Physical Injury.

For the purposes of this exclusion, Serious Physical Injury means:

a. Physical injury that involves a substantial risk of death;

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of Terrorism which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Items C.5. or C.6. are exceeded.

With respect to this exclusion Items C.5. and C.6. describe the threshold used to measure the magnitude of an incident of Terrorism and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of Terrorism, there is no coverage under this Coverage Part or policy.

Expires 10 days after effective date
BLIND COPY
ONLY



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

Paragraph **E. Multiple Insureds, Claims and Claimants** in Section Limits Of Liability is replaced by the following:

E. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission or series of related acts, errors or omissions are made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INSURANCE COVERAGE PART – OCCURRENCE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that, with respect to any Claim otherwise covered hereunder, this Coverage Part shall not exclude any Claim based upon, arising out of, or in any way involving any Certified Act of Terrorism.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The federal Terrorism Risk Insurance Act sets forth the following criteria for a Certified Act of Terrorism:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year and the Company has met the Company's deductible under the Terrorism Risk Insurance Act, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such cases insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of Treasury.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

In consideration of the premium paid, it is hereby understood and agreed that the insurance provided by this policy shall not apply to any Claim, loss or expense caused by, resulting from or arising out of asbestos, asbestos fibers or any product or material containing asbestos in any form, under any theory of liability whatsoever.

It is further agreed that the Company shall have no duty to defend or to pay or reimburse for any fees, costs or expenses in the investigation or defense of any Claim excluded herein.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

In consideration of the premium paid, it is hereby understood and agreed that this policy does not apply to any Claim based upon, arising out of, or in any way involving **Mold** or **Mold Event**.

Solely for the purposes of this endorsement:

Mold means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom that exist, emanate from or move anywhere indoors or outdoors, regardless of whether they are proved to cause disease, injury or damage.

Mold Event means any actual, alleged or threat of contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of **Mold**.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE

In consideration of the premium paid, it is understood and agreed that the policy is amended as follows:

A. The SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

Unmanned Aircraft means an aircraft that is not designed, manufactured, or modified after manufacture, to be controlled directly by a person from within or on the aircraft.

2. Section THE EXCLUSIONS is amended by the addition of the following exclusion:

Any Claim based upon, arising out of or in any way involving the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft. Solely for purposes of this exclusion, “use” includes operation of or exercise of any control over an Unmanned Aircraft; and the Insured’s authorization, direction or acquiescence in the operation or control of Unmanned Aircraft by any person or entity; and loading or unloading of any such Unmanned Aircraft. This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, involving the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft.

B. The SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS B., Aircraft Products, is deleted and replaced as follows:

B. Aircraft Products means any aircraft whether or not heavier than air, including manned and Unmanned Aircraft, spacecraft and missiles, and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of Aircraft Products.

2. Section DEFINITIONS is amended by the addition of the following:

Unmanned Aircraft means an aircraft that is not designed, manufactured, or modified after manufacture, to be controlled directly by a person from within or on the aircraft.

3. Section THE EXCLUSIONS A. is amended by the addition of the following:

Based upon, arising out of or in any way involving Bodily Injury, Property Damage or Personal Injury and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft. Solely for purposes of this exclusion, "use" includes operation of or exercise of any control over an Unmanned Aircraft; and the Insured's authorization, direction or acquiescence in the operation or control of Unmanned Aircraft by any person or entity; and loading or unloading of any such Unmanned Aircraft. This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, if the Occurrence which caused the Bodily Injury or Property Damage or the offense which caused the Personal Injury and Advertising Injury involved the ownership, maintenance, use or entrustment to others of any aircraft that is an Unmanned Aircraft.

4. Section THE EXCLUSIONS B.6. is deleted and replaced as follows:

6. Based upon or arising out of Bodily Injury or Property Damage arising out of ownership, maintenance, operation, use or entrustment to others or loading or unloading of:

- a. Any Auto, aircraft other than an Unmanned Aircraft or watercraft owned or operated by or rented or loaned to any Insured; or
- b. Any other Auto, aircraft other than an Unmanned Aircraft or watercraft operated by any person in the course of their employment or activities on behalf of the Named Insured;

This exclusion applies even if any such Claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any aircraft other than Unmanned Aircraft, Auto or watercraft that is owned or operated by or rented or loaned to any Insured;

provided, however, this exclusion shall not apply to:

- (1) The parking of an Auto on premises owned by, rented to or controlled by the Named Insured or on ways next to such premises, if such Auto is not owned by or rented or loaned to any Insured;
- (2) A watercraft while ashore on premises owned by, rented to or controlled by the Named Insured; or
- (3) A watercraft that is less than twenty-six (26) feet in length, that is not owned by the Named Insured and that is not being used to carry persons or property for a charge;



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

- A. Paragraph **G. Multiple Insureds, Claims and Occurrences** in Section Limits Of Liability in the **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE** is replaced by the following:
- G. **Multiple Insureds, Claims and Occurrences:** Under Coverage A. the inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability applicable to Coverage A. stated in the Declarations. More than one Claim arising out of a single Occurrence or a series of related Occurrences shall be considered a single Claim. All such Claims, whenever made, shall be treated as a single Claim. Such single Claim, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such Occurrence or series of related Occurrences is made or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.
- B. Paragraph **G. Multiple Insureds, Claims and Occurrences** in Section Limits Of Liability in the **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE** is replaced by the following:
- G. **Multiple Insureds, Claims and Occurrences:** Under Coverage A. the inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability applicable to Coverage A. stated in the Declarations. Bodily Injury or Property Damage sustained by one or more persons arising out of the same Occurrence or series of related Occurrences shall be considered a single Occurrence. All such Damages shall be treated as a single Occurrence. The only limits of liability applicable to all Damages arising out of the Occurrence or series of related Occurrences are the limits of liability in force for the Policy Period during which the initial Occurrence happened.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM EXPENSES IN ADDITION TO THE EACH CLAIM LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed the policy is amended as follows:

1. Section Limits of Liability A. is deleted and replaced with the following:

A. Limit of Liability-Each Claim: For Professional Liability, the total liability of the Company for Damages for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.

2. Section Defense and Claim Expenses is deleted and replaced with the following:

DEFENSE AND CLAIM EXPENSES

A. Defense and Investigation of Claims: The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be in addition to the Professional Liability Each Claim Limits of Liability stated in the Declarations; however, such Claim Expenses incurred in defending and investigating such Claim shall be part of and not in addition to the Professional Liability Coverage Part Aggregate Limit of Liability stated in the Declarations. Such Claim Expenses shall reduce the Coverage Part Aggregate Limit of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.
2. The Company shall select defense counsel; provided, however, that if the law of the state of the Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:
 - a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;
 - b. Providing any other reasonable information requested;
 - c. Providing fully itemized billing on a periodic basis; and
 - d. Cooperating with the Company and the Insured in resolving any discrepancies;

And the fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be in addition to the Professional Each Claim Limit of Liability stated in the Declarations; however, such Claim Expenses shall be part of and shall not be in addition to the Professional Liability Coverage Part Aggregate Limit of Liability stated in the Declarations. Such Claim Expenses shall reduce the Professional Liability Coverage Part Aggregate Limit of Liability and shall be applied against the Deductible.

expires 10 days after effective date
BLINDER ONLY



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL STAFF LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Section Limits of Liability is amended by the addition of the following:

The Named Insured shall require medical staff including physicians, surgeons, dentists to maintain individual Professional Liability Insurance equal to or greater than \$1,000,000. In the event of the inclusion of the Named Insured and a medical staff member in a Claim, the total liability of the Company on any one Claim shall not exceed the lowest each claim limit of liability maintained by the medical staff that is included in the Claim. If the medical staff member(s) that incurred the Claim does not have Professional Liability Insurance to respond to any such Claim, then the Company's Each Claim Limit of Liability for such Claim will be no greater than \$250,000.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – CIVIL MONETARY PENALTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. The policy is amended by the addition of the following:

SUPPLEMENTARY PAYMENTS

A. HIPAA Civil Monetary Penalty Coverage: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as a Civil Monetary Penalty as a result of a HIPAA Civil Violation first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, arising out of any HIPAA Civil Violation committed or alleged to have been committed by the Insured or by any person for whose actions the Insured is legally responsible provided:

1. such HIPAA Civil Violation:
 - a. arises out of the conduct of the Insured's Professional Services; and
 - b. is committed or alleged to have been committed during the Policy Period or on or after the Retroactive Date as stated in the Declarations; and
2. prior to the effective date of this policy the Insured had no knowledge of such HIPAA Civil Violation or any fact, circumstance, situation or incident which may result in a HIPAA Civil Violation.

Limits of Liability - HIPAA Civil Monetary Penalty: The total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for each HIPAA Civil Violation first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to Each HIPAA Civil Violation. Subject to the foregoing, the total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for all HIPAA Civil Violations first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to All HIPAA Civil Violations.

1. \$250,000 Each HIPAA Civil Violation
2. \$250,000 All HIPAA Civil Violations

The Insured shall give the Company written notice as stated in the Declarations within ten (10) days of the Insured receiving a notice of HIPAA Civil Violation and in any event such written notice shall be provided prior to the Insured incurring any legal fees or legal expenses related to such matter.

The Company shall have the right and duty to defend and investigate any HIPAA Civil Violation to which coverage under this Coverage Part applies. The Company may make such investigation and settlement of any HIPAA Civil Violation as it deems expedient. Legal Expenses incurred in defending and investigating a HIPAA Civil Violation shall be a part of and shall not be in addition to the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. Such Legal Expenses shall reduce the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage and shall be applied against the Deductible. The Company shall have no obligation to pay any Civil Monetary Penalty or to defend or to continue to defend any HIPAA Civil Violation or to pay Legal Expenses for HIPAA Civil Violations after the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage have been exhausted.

Payments pursuant to this Section shall be in addition to the Limits of Liability stated in the Declarations.

2. Section Definitions is amended by the addition of the following:

Civil Monetary Penalty means a civil monetary penalty imposed by the Secretary of the United States Department of Health and Human Services, or his or her designee, under 42 U.S.C. §1320d-5 and 45 C.F.R. §160.404.

Health Insurance Portability and Accountability Act (“HIPAA”) means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Civil Violation means a notice received by the Insured for failure to comply with the HIPAA Standards for Privacy of Individually Identified Health Information (Privacy Rule) which protects the privacy of individual health information, including maintaining the confidentiality of information regarding medical services and limiting the release or use of such information in conformance with state or federal law, including any allegation that the Insured was negligent in hiring, training or supervising any Insured person who failed or is alleged to have failed to comply with the Privacy Rule.

Legal Expenses means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any HIPAA Civil Violation for which coverage is afforded under this Coverage Part, including costs of investigation and costs of appeals; provided, however, Legal Expenses shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or (2) salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

3. Section The Exclusions is amended by the addition of the following exclusions:

With respect to Supplementary Payments, HIPAA Civil Monetary Penalty Coverage, such coverage does not apply to any HIPAA Civil Violation:

1. based upon, arising out of, or in any way involving:

- a. any HIPAA Civil Violation or any claim, fact, circumstance, situation or incident which has or may result in a HIPAA Civil Violation that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or
- b. any HIPAA Civil Violation, whenever occurring, which is logically or causally connected to another HIPAA Civil Violation by reason of any common fact, circumstance, situation, event or transaction that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or

2. based upon, arising out of, or in any way involving any litigation, demand, investigation, administrative or regulatory proceeding or other proceeding pending, or order, decree or judgment entered, against any Insured on or prior to the inception date of this policy, or the same or any substantially similar HIPAA Civil Violation or any fact, circumstance, situation or incident underlying or alleged therein.

4. Section Limits of Liability is amended by the addition of the following:

Multiple Insureds, HIPAA Civil Violations and Protected Health Information Records Released: The inclusion herein of more than one Insured in any HIPAA Civil Violation shall not operate to increase the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. More than one HIPAA Civil Violation arising out of a single release of protected health information or a series of related releases of protected health information shall be considered a single HIPAA Civil Violation. All such HIPAA Civil Violations, whenever made, shall be treated as a single HIPAA Civil Violation. Such single HIPAA Civil Violation, whenever made, shall be deemed to be first made on the date on which the earliest HIPAA Civil Violation arising out of such release of protected health information is made.

Expires 10 days after effective date
BINDER ONLY



Evanston Insurance Company

DATABREACHSM COVERAGE PARTS ENDORSEMENT

This endorsement adds to the insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is understood and agreed that the coverages afforded by this Endorsement are subject to the terms, conditions and limitations of this policy, except to the extent that such terms, conditions and limitations are modified herein. Solely with respect to the coverages afforded by this Endorsement, the policy is amended as follows:

Claims Made and Reported Coverage: With regard to DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, the coverage afforded by this Endorsement is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised, or within sixty (60) days after the expiration of the Policy Period or the Extended Reporting Period, if exercised.

Notice: DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, of this Endorsement contains provisions that reduce the limits of liability stated in the Endorsement by the costs of legal defense.

The limits of liability applicable to the coverage parts provided under this Endorsement are in addition to, and do not erode the limits of liability provided under the Professional Liability coverage afforded in the policy to which this endorsement attaches.

Please read this Endorsement carefully.

1. Section THE INSURED is deleted and replaced with the following:

THE INSURED

The unqualified word "Insured" wherever used in this endorsement either in the singular or plural, means:

- A. The Named Insured herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations.

2. Section INSURING AGREEMENTS is amended by the addition of the following:

DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part – Claims Made and Reported Coverage:

The Company shall pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as Damages and Regulatory Fines both of which are a result of a Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised, or within sixty (60) days after the expiration of the Policy Period or Extended Reporting Period, if exercised, by reason of an Unauthorized Access or a Potential Unauthorized Access, provided:

1. The entirety of the Unauthorized Access or the discovery of the Potential Unauthorized Access happens during the Policy Period or on or after 05/18/2020 and before the end of the Policy Period; and
2. Prior to the effective date of this policy the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured had no knowledge of such Unauthorized

Access, Potential Unauthorized Access or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's Electronic Communications System which may have led a reasonable person in such party's position to conclude that a Claim was likely.

DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part – Occurrence Coverage:

The Company shall indemnify the Named Insured for the amount of Loss which results directly from an Unauthorized Access which occurs during the Policy Period and is reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES B., provided:

1. Prior to the effective date of this policy the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured had no knowledge that such Unauthorized Access had occurred in whole or in part, and if such party knew prior to the Policy Period that the Unauthorized Access had occurred, then any continuation, change or resumption of such Unauthorized Access during or after the Policy Period will be deemed to have been known prior to the Policy Period;
2. Unauthorized Access, which occurs during the Policy Period and was not, prior to the Policy Period known to have occurred by the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured, includes any continuation, change or resumption of that Unauthorized Access after the end of the Policy Period; and
3. Unauthorized Access will be deemed to have been known to have occurred at the earliest of the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured:
 - (a) Reporting all, or any part, of the Unauthorized Access to the Company, any other insurer or any insurance representative;
 - (b) Incurring Loss or Breach Mitigation Expense because of the Unauthorized Access; or
 - (c) Becoming aware by any other means that Unauthorized Access has occurred or has begun to occur.

DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part – Occurrence Coverage: The Company shall, subject to the prior written consent of the Company, reimburse the Named Insured for the reasonable cost actually incurred by the Named Insured for Breach Mitigation Expense which results directly from an Unintentional Data Compromise which occurs during the Policy Period and is reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES C., provided:

1. The entirety of the Unintentional Data Compromise occurs during the Policy Period; and
2. Prior to the effective date of this policy the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured had no knowledge such Unintentional Data Compromise of:
 - a. The Named Insured's Electronic Communications System; or
 - b. The Electronic Communications System of a third party responsible for storing and securing the data of the Named Insured;had occurred in whole or in part, which may have led a reasonable person in such party's position to conclude that incurring such expenses was likely, and if any such party knew prior to the Policy Period that such Unintentional Data Compromise had occurred, then any continuation, change or resumption of such Unintentional Data Compromise during or after the Policy Period will be deemed to have been known prior to the Policy Period; and
3. Unintentional Data Compromise will be deemed to have been known to have occurred at the earliest of any Insured:
 - a. Reporting all, or any part, of an Unauthorized Access or Potential Unauthorized Access to the Company, any other insurer or any insurance representative;

- b. Incurring Loss or Breach Mitigation Expense because of an Unauthorized Access or Potential Unauthorized Access; or
- c. Becoming aware by any other means that an Unintentional Data Compromise has occurred or has begun to occur.

The Named Insured must submit to the Company satisfactory written proof of payment of such costs within one (1) year after the expiration or cancellation of this policy.

If such expenses as are reimbursable under this DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part become part of a judgment, award or settlement, such expenses shall not be subject to coverage under DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part.

3. Section DEFINITIONS is deleted and replaced with the following:

DEFINITIONS

A. Authority means any agency of:

- 1. A federal, state or local government of the United States of America, its territories or possessions or Puerto Rico;
- 2. A federal, provincial or local government of Canada;
- 3. The government of the European Union (EU) or any member nation; or
- 4. The PCI Security Standards Council;

any of which is charged with the administration or enforcement of laws or regulations relating to the use, transfer or storage of electronic communications or data storage systems.

B. Bodily Injury means bodily injury, sickness or disease sustained by a person, including death resulting from any of these; provided, however, Bodily Injury does not include humiliation or the infliction of emotional distress arising solely from an Unauthorized Access or Potential Unauthorized Access.

C. Breach Mitigation Expense means expenses incurred by the Insured with the prior written consent of the Company for:

- 1. The services of a public relations professional, or other publicity expenses that are recommended by a public relations professional to respond to any actual adverse publicity in the media, that is the result of an Unauthorized Access or Potential Unauthorized Access;
- 2. Expenses, including but not limited to patient notification and related legal fees, that are incurred to comply with a Security Breach Notice Law and that are the result of an Unauthorized Access or Potential Unauthorized Access; and
- 3. Expenses associated with voluntarily providing credit monitoring services to patients and individuals effected by an Unauthorized Access or Potential Unauthorized Access.

D. Claim means the Insured's receipt of:

- 1. A written demand for damages;
- 2. The service of suit or institution of arbitration proceedings against the Insured; or
- 3. A written notice of the institution of a charge against the Insured by any Authority or of any administrative proceeding initiated by an Authority including any investigation, conciliation meeting or hearing;

all as a result of an Unauthorized Access or Potential Unauthorized Access.

- E. Claim Expenses** means reasonable and necessary amounts incurred by the Company, or by the Insured with the prior written consent of the Company, in the defense of that portion of any Claim for which coverage is afforded under this Endorsement, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, that Claim Expenses shall not include:
1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or
 2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.
- F. Damages** means the monetary portion of any judgment, award or settlement, including punitive damages where insurable; provided, however, Damages shall not include:
1. Multiplied portions of damages in excess of actual damages, including trebling of damages;
 2. The cost of any modifications or changes to the Insured's security measures, procedures, software or hardware required or agreed to by the Insured to satisfy a judgment, award or settlement;
 3. Any cost required to repair, build or modify property to comply with any award by a court, administrative order, arbitration award or any similar judgment;
 4. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured, other penalties imposed by law or Regulatory Fines;
 5. Sanctions;
 6. Matters which are uninsurable under the law pursuant to which this Endorsement shall be construed; or
 7. The return, withdrawal, reduction, restitution or payment of any fees, profits or charges for services or consideration and/or any expenses paid to the Insured.
- G. Electronic Communications System** means any wired, wireless, radio, electromagnetic, photo-optical or photo-electronic facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.
- H. Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.
- I. Leased Worker** means any natural person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.
- J. Forensic Expense** means reasonable and necessary costs incurred by the Named Insured to engage the services of a third party computer security expert to determine the existence and cause of any Unauthorized Access.
- K. Interrelated Unauthorized Accesses** means Unauthorized Access(es) and/or Potential Unauthorized Access(es) which are logically or causally connected by reason of any common fact, incident, circumstance, situation, or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's Electronic Communications System.

L. Loss means:

1. Reasonable and necessary costs incurred by the Named Insured to restore with due diligence and dispatch the Named Insured's Electronic Communications System to the condition that existed prior to an Unauthorized Access, including reconstruction of programs, electronic data and media which form a part of the Named Insured's Electronic Communications System; and
2. Forensic Expense;

provided, however, Loss shall not include: (a) any cost or charges associated with building, modifying or upgrading the Named Insured's Electronic Communications System, or any software, security measures or procedures; (b) any cost required to repair, build or modify tangible property to comply with any award or order by a court, an Authority, arbitration or any similar proceeding; (c) any loss of reputation of the Named Insured or loss of customer confidence in the Named Insured or the value imputed to such loss; (d) expenses incurred by the Insured in establishing the amount of any Loss covered under this Endorsement; or (e) loss of business income.

M. Policy Period means the period stated from the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.

N. Potential Unauthorized Access means the threat or potential threat of an Unauthorized Access arising from a theft or loss of any component of the Named Insured's Electronic Communications System.

O. Pollutants mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleum, chemicals or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

P. Private Data means data containing an individual's:

1. Drivers license or other state-issued identification number; social security number; unpublished telephone number; savings account, checking account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
2. "Nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant thereto;
3. "Protected healthcare information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and regulations issued pursuant thereto, and medical and healthcare information;
4. Private personal information as defined under a Security Breach Notice Law; and
5. Private personal information as defined under the law of a country other than the United States, which law is intended to provide for the protection of such private personal information;

not including any lawfully available data accessible by the general public.

Q. Property Damage means physical injury to tangible property, including all resulting loss of use of that property or loss of use of tangible property that is not physically injured; provided, however, damage to, corruption of or inability to access data, software and computer networks shall not be considered to be loss of use of tangible property.

R. Regulatory Fines means civil fines and penalties assessed against the Insured by an Authority as a result of a Claim subject to coverage under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part of this Endorsement.

S. Security Breach Notice Law means any law, statute or regulation within the United States of America, its territories or possessions, Puerto Rico or Canada requiring the Named Insured to notify individuals of the compromise or possible compromise of the security of their confidential information in the Named Insured's care, custody or control and the European Union (EU) Data Protection Act of 1995.

T. Temporary Worker means any natural person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.

U. Unauthorized Access means a breach of the Named Insured's security measures, systems, procedures, or stated privacy policy, or any intentional violation, interception, or use or misuse of the Named Insured's Electronic Communications System, whether or not for profit or gain, by any person, without the permission, knowledge or ratification of the Insured. Unauthorized Access also includes:

1. Access to the Named Insured's Electronic Communications System that is with the Insured's permission where such permission is the result of fraud or deception;
2. Use of the Named Insured's Electronic Communications System by a party authorized by the Insured to use such system, who does so for an unauthorized purpose;
3. The introduction of programs into the Named Insured's Electronic Communications System which contain fraudulent or destructive instructions or code including any inadvertent transmission of such programs to a third party;
4. A credible threat or an extortion demand received by the Named Insured threatening or portending loss, injury or damage to:
 - a. The Named Insured's Electronic Communications System, including programs, electronic data and media which form a part of the Named Insured's Electronic Communications System; or
 - b. Money, securities, bonds or similar financial instruments, solely to the extent that record of such is maintained in digital or electronic format on the Named Insured's Electronic Communications System;

for the purpose of extorting money or other valuable consideration from the Named Insured; and

5. Failure to prevent a denial of service attack on the Named Insured's Electronic Communications System or to prevent the use of the Named Insured's Electronic Communications System by an unauthorized user or code to launch a denial of service attack on a third party;
6. Solely with regard to:
 - a. DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part; and
 - b. DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part;the theft or loss of any paper records; and

7. Solely with regard to DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part:

The failure of any third party to prevent the unauthorized viewing, copying or distribution of Private Data which the Named Insured has entrusted to such party under a written contract or agreement that specifically requires such party to protect the confidentiality of the Private Data so entrusted.

V. Unintentional Data Compromise means any computer security incident, intrusion, breach, compromise, theft, loss or misuse of the Private Data of the Named Insured's patient(s) and/or of any past or current principal, partner, officer, director, trustee, shareholder, Employee, manager or member of the Named Insured.

W. Volunteer Worker means any natural person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

4. Section THE EXCLUSIONS is deleted and replaced with the following:

THE EXCLUSIONS

- A.** With respect to all Coverage Parts provided by this Endorsement, this Endorsement does not apply to any Claim, Loss or Breach Mitigation Expense:
1. Caused by access to the Named Insured's Electronic Communications System by any government, governmental agency or subagency, or any agents thereof while acting on behalf of such entity;
 2. Due to riot, civil commotion, war, insurrection or usurped power;
 3. Based upon or arising out of Bodily Injury or Property Damage;
 4. Based upon or arising out of liability of others assumed by the Insured under any contract or agreement; provided, however, this exclusion shall not apply to liability an Insured would have in the absence of such contract or agreement;
 5. Based upon, arising out of, or any way involving any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: antitrust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
 6. Based upon, arising out of, or in any way involving conduct of the Insured or at the Insured's direction that is intentional, willful, dishonest, fraudulent or that constitutes a willful violation of any statute or regulation; provided, however, this exclusion shall not apply to: (a) the strictly vicarious liability of any Insured for the intentional, willful, dishonest or fraudulent conduct of another Insured or for the conduct of another Insured that constitutes a willful violation of any statute or regulation; or (b) Claim Expenses incurred until an allegation is adjudicated through a finding by a trier-of-fact to be intentional, willful, dishonest or fraudulent or a willful violation of any statute or regulation;
 7. Based upon, arising out of, or in any way involving any:
 - a. Actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of Pollutants; or
 - b. Direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or to pay for or contribute to the costs of undertaking such actions;
 8. Brought by or on behalf of any Employee, former Employee or prospective Employee based upon, arising out of, or in any way involving the employment relationship or the nature, terms or conditions of employment or any workplace tort;
 9. Brought by, in the name of, or on behalf of any past or current principal, partner, officer, director, trustee, shareholder, Employee, Volunteer Worker, manager or member of the Named Insured; provided, however, this exclusion shall not apply to any Claim arising out of Unauthorized Access or Potential Unauthorized Access to the personal information of any past or current principal, partner, officer, director, trustee, shareholder, Employee, Volunteer Worker, manger or member of the Named Insured which is in the care, custody or control of the Named Insured;
 10. Based upon, arising out of, or in any way involving the insolvency, receivership, bankruptcy, liquidation of the Named Insured or of any subsidiary thereof whether or not included in the definition of Insured;
 11. Based upon or arising out of any warranties or guarantees, express, implied or otherwise, or any cost estimates;
 12. Based upon or arising out of any conversion, misappropriation, commingling of or defalcation of funds or property;
 13. Based upon or arising out of any inability or failure of any party to pay or collect monies;
 14. Based upon or arising out of infringement or inducement of infringement of patent or trade secret; or

15. Based upon, arising out of, or in any way involving an act, error or omission in the performance of professional services rendered or that should have been rendered by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible.

B. With respect to DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part this Endorsement does not apply to any Claim:

1. Made by any person or organization which is operated, managed or owned, in whole or in part, by the Named Insured or any parent organization, subsidiary, division or affiliated organization thereof.

C. With respect to DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part, this Endorsement does not apply to any Loss:

1. Caused by theft, physical damage or destruction of the Named Insured's Electronic Communications System or any part thereof; provided, however, this exclusion shall not apply to destruction of programs, electronic data and media caused by an Unauthorized Access;

2. Based upon or arising out of theft, or alleged theft, of money, securities, bonds, or similar financial instruments with monetary value caused or contributed to by any fraudulent, dishonest or criminal act committed by any person who is a past or current principal, partner, officer, director, trustee, shareholder, Employee, Volunteer Worker, manager or member of the Named Insured at the time of the Unauthorized Access, whether acting alone or in collusion with others; or

3. Of the value of trade secrets, confidential processing methods or other confidential or proprietary information.

5. Section TERRITORY is deleted and replaced with the following:

TERRITORY

The insurance afforded by this Endorsement applies worldwide, provided the Claim is made or the Loss is incurred in the United States of America, its territories or possessions or Puerto Rico.

6. Section LIMITS OF LIABILITY is deleted and replaced with the following:

LIMITS OF LIABILITY

A. Limit of Liability - DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part - Each Claim: The liability of the Company under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part for the combined total of Damages, Regulatory Fines and Claim Expenses for each Claim first made against the Insured during the Policy Period or Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES A., Claim Reporting Provision, shall not exceed the \$50,000.

B. Limit of Liability - DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part - Each Unauthorized Access: The liability of the Company under DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part for all Loss resulting directly from each Unauthorized Access which occurs during the Policy Period and is reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES B., Loss Reporting Provision, shall not exceed \$5,000.

C. Limit of Liability – DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part - Each Unintentional Data Compromise: The liability of the Company under DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part for Breach Mitigation Expense for any Unintentional Data Compromise which occurs during the Policy Period and is reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES C., shall not exceed \$50,000.

D. Limit of Liability - Aggregate: Subject to the above Limits of Liability A., B. and C., the combined total liability of the Company for all coverage afforded by all Coverage Parts of this Endorsement shall not exceed \$50,000.

E. Multiple Insureds, Claims, Losses and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by, or reporting of Loss incurred by, more than one person or organization shall not operate to increase the Limits of Liability stated in this Endorsement.

1. With regard to DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, more than one Claim arising out of a single Unauthorized Access or Interrelated Unauthorized Accesses shall be treated as a single Claim. Such single Claim shall be deemed first made on the date on which the earliest Claim arising out of such Unauthorized Access or Interrelated Unauthorized Accesses is made or with regard to notice given to and accepted by the Company pursuant to Section CLAIMS, LOSS AND EXPENSES D., Discovery Clause, on the date within the Policy Period on which such notice of potential Claim is first received by the Company.
2. With regard to DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part, more than one Loss arising out of a single Unauthorized Access shall be considered a single Unauthorized Access.
3. With regard to DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part, all Breach Mitigation Expenses arising out of a single Unintentional Data Compromise or a series of related Unintentional Data Compromises, shall be treated as a single Unintentional Data Compromise.

7. Section DEFENSE AND CLAIM EXPENSES is deleted and replaced with the following:

DEFENSE AND CLAIM EXPENSES

A. Defense and Investigation of Claims: With regard to DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, the Company shall have the right and duty to defend the Insured and to investigate any Claim to which coverage afforded by this Endorsement under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the applicable Limits of Liability stated in this Endorsement. Such Claim Expenses shall reduce the applicable Limits of Liability. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the applicable Limits of Liability have been exhausted by payment(s) of Damages and/or Claim Expenses.
2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:
 - a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;
 - b. Providing any other reasonable information requested;
 - c. Providing fully itemized billing on a periodic basis; and
 - d. Cooperating with the Company and the Insured in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Company, as set forth above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the applicable Limits of Liability stated in this Endorsement. Such Claim Expenses shall reduce the applicable Limits of Liability.

3. The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.

B. Claim Settlement: The Company may, at its sole discretion, investigate, negotiate and settle any Claim. The Named Insured will abide by the terms of such settlement.

C. Loss or Breach Mitigation Expense Payment: The Company may, at its sole discretion, investigate any Loss, any Breach Mitigation Expense, any Unintentional Data Compromise and any Unauthorized Access or Potential Unauthorized Access. The Company will indemnify the Named Insured within sixty (60) days after it receives the sworn proof of Loss under DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part or satisfactory written proof of payment of Breach Mitigation Expenses under DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part, provided:

1. The Insured has complied with all the terms of this Endorsement; and
2. The Company and the Named Insured have agreed with the items included within and the amounts documented in the Named Insured's sworn proof of Loss and satisfactory written proof of payment of Breach Mitigation Expenses.

8. Section CLAIMS is deleted and replaced with the following:

CLAIMS, LOSS AND EXPENSES

A. Claim Reporting Provision: It is a condition precedent to coverage afforded by this Endorsement under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and in no event later than sixty (60) days after the end of the Policy Period or the Extended Reporting Period, if exercised.

In the event a suit is brought against the Insured or a charge against the Insured is instituted by any Authority or any administrative action is initiated by an Authority, the Insured shall immediately forward to Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois, 60015, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

B. Loss Reporting Provision: It is a condition precedent to coverage afforded by this Endorsement under DataBreachSM COVERAGE B. - Data Breach Loss to Insured Coverage Part that the Named Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable and in no event later than sixty (60) days after the end of the Policy Period of any Loss which results directly from an Unauthorized Access which occurs during the Policy Period.

In the event of any Loss, the Insured must:

1. Notify law enforcement in the event of a theft;
2. Give the Company prompt notice of the Unauthorized Access;
3. As soon as practicable, provide a description of how, when and what elements of the Named Insured's Electronic Communications System were impacted by the Unauthorized Access;
4. Take all reasonable steps to protect the Named Insured's Electronic Communications System from further Unauthorized Access and to reduce Loss;
5. As often as may be reasonably required, permit the Company to inspect the Named Insured's Electronic Communications System and examine the Insured's books and records related to the Loss incurred; and
6. Provide, within sixty (60) days of the Company's request, a sworn proof of Loss, signed by the Named Insured, containing the information the Company requests to investigate the Loss.

C. Breach Mitigation Expense Reporting Provision: It is a condition precedent to coverage afforded by this Endorsement under DataBreachSM COVERAGE C. - Breach Mitigation Expense Coverage Part that the Named Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as

practicable and in no event later than sixty (60) days after the end of the Policy Period of any Unintentional Data Compromise, Unauthorized Access or Potential Unauthorized Access which occurs during the Policy Period.

The Named Insured must:

1. Submit to the Company satisfactory written proof of payment of such Breach Mitigation Expenses within one (1) year after the expiration or cancellation of this policy;
2. As soon as practicable, provide a description of how, when and what elements, if any, of the Named Insured's or a third party's Electronic Communications System were impacted by the Unintentional Data Compromise, Unauthorized Access or Potential Unauthorized Access;
3. Take all reasonable steps to protect the Named Insured's Electronic Communications System from further Unauthorized Access, if applicable;
4. As often as may be reasonably required, permit the Company to inspect the Named Insured's Electronic Communications System and examine the Insured's books and records related to the Breach Mitigation Expense incurred.

D. Discovery Clause: Under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, if during the Policy Period, the Insured first becomes aware of a specific Unauthorized Access or specific Potential Unauthorized Access which is reasonably expected to result in a Claim within the scope of coverage of this DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, then the Insured may provide written notice as stated in the Notices item of the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such Unauthorized Access or Potential Unauthorized Access shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is first received by the Company.

It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. The description of the specific Unauthorized Access or Potential Unauthorized Access;
2. The date on which such Unauthorized Access or Potential Unauthorized Access took place;
3. The injury or damage which has or may result from such Unauthorized Access or Potential Unauthorized Access;
4. The identity of any injured persons and/or organization subject to such injury or damage; and
5. The circumstances by which the Insured first became aware of such Unauthorized Access or Potential Unauthorized Access.

Subject to the paragraph hereinabove, if during the Policy Period the Insured provides such written notice of a specific Unauthorized Access or Potential Unauthorized Access which is reasonably expected to result in a Claim within the scope of coverage of this DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, the Company at its sole option, may investigate such specific Unauthorized Access or Potential Unauthorized Access. Such matter shall be subject to all terms, conditions and provisions in this Endorsement as applicable to a Claim.

E. Assistance and Cooperation of the Insured: The Insured shall cooperate with the Company and upon the Company's request, the Insured shall:

1. Submit to examination and interview by a representative of the Company and while not in the presence of any other Insured, under oath if required;
2. Attend hearings, depositions and trials;

3. Assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits; and
4. Give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and/or investigating any Claim or Loss and/or defending any Claim;

All without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have.

The Insured shall not, with respect to any Claim covered under this Endorsement, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur Claim Expenses without the Company's prior written consent, such consent not to be unreasonably withheld. Any costs and expenses incurred by the Insured prior to the Insured giving written notice of the Claim to the Company shall be borne by the Insured.

F. False or Fraudulent Claims: If any Insured shall commit fraud in proffering any Claim or Loss, this insurance shall become void as to such Insured from the date such fraudulent Claim or Loss is proffered.

9. Section EXTENDED REPORTING PERIOD is deleted and replaced with the following:

EXTENDED REPORTING PERIOD

- A. With regard to DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, the Named Insured's right to exercise the Extended Reporting Period under this Endorsement shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Insuring Agreements in the policy for which an Extended Reporting Period is available.
- B. If the Named Insured nonrenews this policy or cancels this policy pursuant to Common Policy Conditions A., Cancellation, or if the Company nonrenews this policy or cancels this policy pursuant to Common Policy Conditions A., Cancellation, for reasons other than nonpayment of premium, Deductible and/or Co-Insurance Obligation or non-compliance with the terms and conditions of this policy, then the Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the adjusted annual premium for the Policy Period, subject to adjustment as per Common Policy Conditions J., Premium and Audit, but in no event less than the percentage stated in the Declarations of the annual minimum premium for the policy, to extend the coverage granted under DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part for the period of months stated in the Declarations, as elected by the Named Insured, to apply to Claims first made against the Insured during the period of months as elected, and reported to the Company pursuant to Section CLAIMS, LOSS AND EXPENSES A., Claim Reporting Provision of this Endorsement, following immediately upon the effective date of such cancellation or nonrenewal, by reason of any Unauthorized Access or Potential Unauthorized Access the entirety of which happened during the Policy Period or on or after the Retroactive Date stated in Section INSURING AGREEMENT, DataBreachSM COVERAGE A. - Data Breach and Privacy Liability Coverage Part, Item 1., and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this Endorsement. This extended period of coverage as elected by the Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

If, however, this policy is immediately succeeded by similar claims made insurance coverage on which the applicable Retroactive Date is the same as or earlier than that stated above, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the Named Insured shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or Deductible and/or Co-Insurance Obligation and/or Limit of Liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

- C. As a condition precedent to the right to purchase the Extended Reporting Period, the Named Insured must have paid:
 1. All Deductibles when due;

2. All Co-Insurance Obligations when due;
3. All premiums due for the Policy Period; and
4. All premium, deductibles and co-insurance obligations due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written notice as stated in the Notices item of the Declarations of such election for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written notice of request and payment of additional premium for the Extended Reporting Period are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

- D. The Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.
- E. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.
- F. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in this policy or in this Endorsement.

10. Section OTHER CONDITIONS is amended by the addition of the following:

Mitigation: It is a condition precedent to coverage that the Insured shall not willfully fail to comply with any Security Breach Notice Law that the Named Insured may be subject to, by reason of an Unauthorized Access or Potential Unauthorized Access.

11. The following Conditions and provisions of the policy shall also apply to the coverage afforded by this Endorsement.

Cancellation,
Representations,
Entire Agreement,
Other Insurance,
Changes,
Assignment of Interest,
Subrogation,
Assistance and Cooperation of the Insured,
False and Fraudulent Claims,
Premium and Audit,
Inspection
Action Against the Company,
Authorization, and
Service of Suit.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ACTS LIABILITY SCHEDULED DEDUCTIBLE AND RETROACTIVE DATE

This endorsement modifies insurance provided under the following but only if such Coverage Part is purchased and attached to this policy:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

SCHEDULE

Deductible	\$2,500 Each Claim
Retroactive Date:	05/18/2020

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

I. SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

Section INSURING AGREEMENT is amended by the addition of the following:

1. Sexual Acts Liability: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Schedule of this endorsement, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Sexual Injury arising out of any Sexual Act perpetrated or alleged to have been perpetrated by the Insured natural person or by any person for whose actions the Insured is legally responsible, or for allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury provided:

- Such Sexual Act is perpetrated or alleged to have been perpetrated during the Policy Period or on or after the Retroactive Date stated in the Schedule of this endorsement and before the end of the Policy Period; and
- Prior to the effective date of this policy the Insured had no knowledge of such Sexual Act or any fact, circumstance, situation or incident involving such Sexual Act which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

2. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

All other terms and conditions remain unchanged.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

3. Section THE EXCLUSIONS L. is deleted.

4. Section THE EXCLUSIONS is amended by the addition of the following exclusions:

This Coverage Part does not apply to:

(i) Any Insured who perpetrates or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury; provided, however, the Company shall defend such Insured and pay Claim Expenses on their behalf unless it is established in fact that such Insured perpetrated such Sexual Act;

(ii) Any manager, supervisor, partner, officer, director or trustee who gains knowledge of any actual or alleged Sexual Act and fails to take reasonable care to prevent a future Sexual Act;

(iii) Any Claim based upon or arising out of any Sexual Act which is perpetrated or alleged to have been perpetrated by an Insured who previously perpetrated or is alleged to have previously perpetrated a Sexual Act, and after a manager, supervisor, partner, officer, director or trustee has gained knowledge of the previously perpetrated or previously alleged to have been perpetrated Sexual Act; or

(iv) Any Claim based upon or arising out of Sexual Injury to any Employee of the Insured.

5. Section LIMITS OF LIABILITY is amended by the addition of the following:

F. Limit of Liability - Sexual Acts Liability Coverage: The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Sexual Liability Coverage insured herein is limited to:

1. \$100,000 All Claims Made by Each Claimant
2. \$300,000 All Claims under Sexual Acts Liability Coverage

G. Multiple Sexual Acts: Two or more Sexual Acts against one person shall be deemed to be one Sexual Act and shall be subject to the coverage and limits in effect at the time of the first Sexual Act.

6. Section LIMITS OF LIABILITY B. is amended by the addition of the following:

Subject to Section LIMITS OF LIABILITY F., Limits of Liability - Sexual Acts Liability Coverage, the total liability of the Company under this endorsement for all Damages and Claim Expenses for all Claims insured herein because of Sexual Injury or allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury shall be part of and not in addition to the Specified Medical Professions Professional Liability Insurance Coverage Part Aggregate Limit of Liability stated in the Declarations, arising out of all Claims first made against the Insured during the Policy Period and the Extend Reporting Period, if exercised.

II. **SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART** is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

2. Section THE EXCLUSIONS A. is amended by the addition of the following exclusions:

All other terms and conditions remain unchanged.

A. With respect to all Coverages, this Coverage Part does not apply to any Claim:

1. Based upon or arising out of:

(i) Any Sexual Injury; or

(ii) Any allegations that the Insured was negligent in hiring, training or supervising any person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury.

expires 10 days after effective date
BINDER ONLY

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 25%.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE INSURED B. ADDITION OF PHYSICIAN/SURGEON/DENTIST/PODIATRIST

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section THE INSURED B. is deleted and replaced with the following:
 - B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist; other than the following Named Physician(s), Surgeon(s), Dentist(s) or Podiatrist(s) solely:
 1. While acting on behalf of the Named Insured and within the scope of his/her duties as a principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured;
 2. For an act, error or omission in Professional Services happening:
 - a. On or after the Retroactive Date stated below; and
 - b. Before the Departure Date, if any, stated below;as applicable to such Named Physician, Surgeon, Dentist or Podiatrist; and
 3. For Claims first made against such Named Physician, Surgeon, Dentist or Podiatrist during the Policy Period, provided that prior to the effective date of this policy the Named Physician, Surgeon, Dentist or Podiatrist had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.
2. Section DEFINITIONS is amended by the addition of the following:

Departure Date means the date on which the Named Physician, Surgeon, Podiatrist or Dentist ceases to provide Professional Services on behalf of the Named Insured.

Schedule of Active Providers

Named Physician, Surgeon, Dentist or Podiatrist

Zahid Afridi, MD

Named Physician,
Surgeon, Dentist,
Podiatrist

Retroactive Date:

5/18/2020

Schedule of Departed Providers

Named Physician, Surgeon, Dentist or Podiatrist

Named Physician,
Surgeon, Dentist,
Podiatrist

Retroactive Date:

Named Physician,
Surgeon, Dentist,
Podiatrist

Departure Date:



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT FOR LANDLORDS, SPONSORS OR LESSORS - APPLICABLE TO SPECIFIED GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that:

1. Section THE INSURED, solely as pertains to this Coverage Part, is amended by the addition of the following:

Whenever used in this Coverage Part, the unqualified word Insured shall also mean Additional Insured.

2. **Additional Insured**, whenever used in this endorsement, shall mean the following:

Any landlord, owner, or property manager of the Designated Premises; or any tradeshow or convention sponsor or operator; or any lessor of equipment.

3. **Designated Premises**, whenever used in this endorsement, shall mean the following:

All premises leased or rented to the Named Insured, premises temporarily occupied by the Named Insured for a tradeshow or convention and/or equipment leased to the Named Insured.

4. Coverage provided to any Additional Insured as defined herein shall apply solely:

(a) For Claims arising out of the Named Insured's occupancy of, or failure to maintain, the Designated Premises, but solely with respect to the Specified Products, Goods or Operations of the Named Insured and only if liability for such Claim is determined to be solely the negligence or responsibility of the Named Insured; and

(b) For Occurrences at, on or upon that portion of the Designated Premises which is occupied by the Named Insured and taking place during the term of the Named Insured's lease/occupancy of such Designated Premises.

All other terms and conditions remain unchanged.

Progressive
P.O. Box 94739
Cleveland, OH 44101



569007 1145 PGULA07W 007 001145

Policy number: 01774717

Underwritten by
Progressive Mountain Insurance Co
June 18, 2024
Policy Period: Aug 8, 2024 - Aug 8, 2025

EMPOWERMENT RESOURCE CENTER INC
230 PEACHTREE ST. NW STE 1800
ATLANTA, GA 30303



Renewal bill and policy information is enclosed

Thank you for being a Progressive customer

Please review your policy documents today

We send your renewal policy information early so that you have the opportunity to review it at your convenience. Your Commercial Auto Insurance Coverage Summary lists drivers, the autos insured, the coverages selected and the premiums by coverage.

Your current policy will expire on August 8, 2024 at 12:01 a.m. If we recently sent you a Cancel Notice because the remaining balance on your current policy has not been received please pay that amount by the due date to avoid policy cancellation. **This bill does not supersede any Cancellation Notice.** If you have already sent this payment - thank you. If you do not make this payment, the offer to renew this policy is withdrawn.

If you've scheduled a payment, it is not reflected in the amount due.

Premium and payment information

Renewal policy premium	\$68,285.00
Minimum amount due	\$68,285.00
Due date	August 8, 2024

To renew your policy, please pay at least the minimum amount due by the due date. To pay with a check or credit card by phone, call our Automated Billing Inquiry at 1-800-249-2832 or login to progressivecommercial.com.

Please see reverse side for additional information.

Continued on back

Payment Coupon

Minimum amount due	\$68,285.00
Due date	August 8, 2024
Amount enclosed	\$

Policy number: 01774717

Policyholder:
EMPOWERMENT RESOURCE CENTER INC

For immediate payment - go to progressivecommercial.com or call 1-800-249-2832 and get instant confirmation.

If you pay by check, please allow 5 to 7 days for your payment to reach us. Write your policy number on the check and make it payable to Progressive Mountain Insurance Co.



PROGRESSIVE
DEPT 0561
CAROL STREAM IL 60132-0561

Do not write below this section of coupon.
FB-86020 Form QTCOV/LTR (02/16)

056101774717 10242 6828500 6828500 5000708 8146173 012008082401

Progressive
P.O. Box 94739
Cleveland, OH 44101



Named insured

EMPOWERMENT RESOURCE CENTER INC
230 PEACHTREE ST. NW STE 1800
ATLANTA, GA 30303

Policy number: 01774717

Underwritten by:
Progressive Mountain Insurance Co
June 18, 2024
Policy Period: Aug 8, 2024 - Aug 8, 2025
Page 1 of 3

progressivecommercial.com

Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-800-895-2886

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by August 8, 2024.

Your coverage begins on August 8, 2024 at 12:01 a.m. This policy expires on August 8, 2025 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852GA (02/19), 4757GA (02/19), 1198 (07/16), 4852GA (02/19), 4881GA (02/19), Z228 (01/11) and A274GA (02/19).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$54,376
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist - Added On			3,258
Bodily Injury and Property Damage	\$1,000,000 combined single limit		
Deductible Applies To Property Damage		\$500	
Medical Payments	\$10,000 each person		1,292
Comprehensive			1,271
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			8,068
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$68,265
Additional Insured Fee			20
Total 12 month policy premium and fees			\$68,285

Rated drivers

- ELEANOR HILLMAN
- BRANDON SANDERS
- KARLA S PORCH

Additional Insured information

- | | | |
|----|--------------------|---|
| 1. | Additional Insured | Fulton County Government
130 PEACHTREE ST SW STE 1168
ATLANTA, GA 30303 |
|----|--------------------|---|

Notice of Premium Increase

Please be advised your premium has increased.

Expiring Policy Premium \$50,448

Renewal Policy Premium \$68,285

Amount of Increase \$17,837

Please contact your customer service representative at 1-800-895-2886 with any questions regarding your renewal.

NOTICE

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

Company officers



Secretary

Important Notice

Federal, state and local laws may require you to carry higher limits of liability insurance based on your business or vehicle type. It's your responsibility to comply with these laws.

Please contact the state department of transportation, your employer, or the city and municipalities where you operate, to determine if you're required to carry higher limits.

Form A107 (03/13)

Duty to list vehicles

If a federal or state endorsement is attached to this policy that subjects the Company to public liability for negligence in the insured's operation, maintenance or use of motor vehicles, you are required, as part of this renewal, to ensure that all commercially owned or operated vehicles have been disclosed to us and are listed on this renewal policy. You are also required to promptly notify us of any additional commercially owned or operated vehicles put into service in the future. Failure to promptly inform us of, and list, all current and future commercially owned or operated vehicles may result in the cancellation or nonrenewal of this policy, or in a premium increase. Please review the renewal policy declaration page and inform us promptly of any additional vehicles that need to be listed.

Form A177 (09/14)

Important notice about a potential rate change

If you have a driver listed on your policy with a license issued by any state, or anywhere outside of the United States, other than your policy state, that may have caused an increase in your premium.

Please contact Customer Service at 1-800-895-2886 if a driver licensed out of state or out of the country, and has obtained a new driver's license.

Form A257 (02/22)

Provider Network Program

If you're hurt in an accident that's covered by your Progressive policy, you may have access to a network of medical providers in your area who can treat you. These providers may offer reduced rates through the network that could allow you to get more treatment if necessary.

Visit progressive.com/providernetworks anytime to find out what provider networks are available in your area. The claim representative handling your medical claim will also be able to provide this information if you're in an accident.

You are under no obligation to use any network referenced above. You're free to see a medical service provider of your choice. Using a provider within the network doesn't necessarily mean that we'll cover the cost of their services. If you're in an accident, always check with the claim representative handling your medical claim to confirm what's covered.

Form Z271 (01/12)

Privacy Policy/Opt-Out

About this notice

We are committed to protecting your privacy and earning your trust. This Privacy Policy ("notice") describes the information we collect about you and how we use and protect it. It applies to our current and former customers and others who live in your state. It replaces earlier versions that we may have given to you.

Summary

This section summarizes our privacy practices. For more detail, please read the entire notice.

- We gather information from you, your transactions with us, and outside sources.
- We use your information only to provide insurance to you and otherwise conduct our business.
- We will share your information with your selected agent or broker and companies that provide certain products or services you request through us.
- We will not share your Nonpublic Personal Information with other companies for their independent marketing purposes without your consent.
- You can limit our use of some of this information for marketing purposes.
- We limit access to your information and use safeguards to help protect it.
- You may review and correct your information.

What information do you collect about me?

We collect information about you to create or obtain a quote for and to service your insurance policy and to process any insurance claims you make to us. This is called "**Nonpublic Personal Information**" or "**NPI**" if it identifies you and is not available to the public. We may collect it from some or all of the following sources. We have provided a few examples for each source, but not all may apply to you.

- **Application information:** You provide this on your application, through your agent or broker, by phone, or online. We may also obtain it from directories and other outside sources. It includes your name, street and e-mail addresses, phone number, driver's license number, Social Security number, date of birth, gender, marital status, and type of vehicle. It also includes information about other drivers.
- **Consumer reports:** We obtain these from consumer reporting agencies. Reports include your driving record, claims history with other insurers, and credit report information. The information is kept by the consumer reporting agencies and disclosed by them to others as permitted by law.
- **Health information:** If you seek life insurance from us or have an accident involving injuries, we obtain this from you, police reports, people involved in the accident, and health care providers. It includes facts about injuries and treatment, your physical or mental condition, medical history or medical claims history.
- **Transaction information:** This is information about your transactions with or through us. It includes your insurance coverages, limits and rates, and payment and claims history. It also includes information we need for billing and payment.

We also may collect "**Site Information**" about you. This relates to Internet activity. It may include how you linked to our website or mobile application. (We refer to websites and applications together in this notice as "**Sites**".) It also may include your IP address and information about your device, time of visit, and what areas you visit on our Site. When you visit our Sites, we use cookies, web beacons, and other technology to collect information about you and your activities on our Sites. We do this to provide services to you, enhance your online experience, and advertise our products and services. Some of our Sites contain more information about our internet privacy practices. Please read it when using the Sites.

Our family of companies

This notice is from our family of companies. As of the date of this notice, this includes: Artisan and Truckers Casualty Company, Blue Hill Specialty Insurance Company, Drive New Jersey Insurance Company, Mountain Laurel Assurance Company, National Continental Insurance Company, Prognity Agency, Inc., Progressive Adjusting Company, Inc., Progressive Advanced Insurance Company, Progressive Advantage Agency, Inc., Progressive American Insurance Company, Progressive Auto Pro Insurance Agency, Inc., Progressive Bayside Insurance Company, Progressive Casualty Insurance Company, Progressive Choice Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Advantage Agency, Inc., Progressive Commercial Casualty Company, Progressive County Mutual Insurance Company, Progressive Direct Insurance Company, Progressive Express Insurance Company, Progressive Freedom Insurance Company, Progressive Garden State Insurance Company, Progressive Gulf Insurance Company, Progressive Hawaii Insurance Corp., Progressive Life Insurance Company, Progressive Marathon Insurance Company, Progressive Max Insurance Company, Progressive Michigan Insurance Company, Progressive Mountain Insurance Company, Progressive Next Inc., Progressive Northern Insurance Company, Progressive Northwestern Insurance Company, Progressive Paloverde Insurance Company, Progressive Preferred Insurance Company, Progressive Premier Insurance Company of Illinois, Progressive Security Insurance Company, Progressive Select Insurance Company, Progressive Southeastern Insurance Company, Progressive Specialty Insurance Company, Progressive Universal Insurance Company, United Financial Casualty Company, and 358 Ventures, Inc. See helostretch.com for the privacy policy applicable to the product that Progressive Next Inc. offers at that site. See callcastle.com for the privacy policy applicable to the product that 358 Ventures, Inc. offers at that site. Progressive Next and 358 Ventures may create new websites with their own privacy policies from time-to-time. See progressive.com/copyright/#underwriting for any updates to the preceding list of companies or to the list of Progressive Next and 358 Ventures websites. Our family of companies also includes:

- American Strategic Insurance Corp., ASI Assurance Corp., ASI Preferred Insurance Corp., ASI Select Insurance Corp., Progressive Property Insurance Company, ASI Select Auto Insurance Corp., ASI Lloyds, Inc., ASI Lloyds, ASI Services, Inc., ASI Home Insurance Corp., Sunshine Security Insurance Agency, Inc., ASI Underwriters, Corp., and ASI Underwriters of Texas Inc. These companies follow the privacy policy on americanstrategic.com.
- Protective Insurance Corporation, Protective Insurance Company, Sagamore Insurance Company, Protective Specialty Insurance Company, B&L Brokerage Services, B&L Insurance, Ltd. (Bermuda), B&L Management, Inc., and Transport Specialty Insurance Agency, Inc. They follow the privacy policy on protectiveinsurance.com.
- Drive Insurance Company. It follows the privacy policy on driveinsurance.com.

Progressive
P.O. Box 94739
Cleveland, OH 44101



EMPOWERMENT RESOURCE CENTER INC
230 PEACHTREE ST. NW STE 1800
ATLANTA, GA 30303

Policy number: 01774717

Underwritten by
Progressive Mountain Insurance Co
Insured
EMPOWERMENT RESOURCE CENTER INC
June 18, 2024
Policy Period: Aug 8, 2024 - Aug 8, 2025

Mailing Address

Progressive Mountain Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

Fulton County Government
130 PEACHTREE ST SW STE 1168
ATLANTA, GA 30303

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 01774717

Issued to (Name of Insured): EMPOWERMENT RESOURCE CENTER INC

Effective date of endorsement: August 8, 2024

Policy expiration date: August 8, 2025

1-800-895-2886

For customer service, 24 hours a day,
7 days a week

POLICYHOLDER COPY



00480



P.O. BOX 5600
HARTFORD CT 06102

ISSUE DATE: 04-02-25
SAI: 4721V3218
EFFECTIVE DATE: 04-01-25
POLICY NUMBER: (6JUB-0W92816-8-25)
NAMED INSURED: EMPOWERMENT RESOURCE CENTER
INC
INSURED ADDRESS: 230 PEACHTREE ST NW STE 1800

ATLANTA GA 30303-1514

EMPOWERMENT RESOURCE CENTER
INC
230 PEACHTREE ST NW STE 1800
ATLANTA GA 30303-1514

**Please call these numbers
FOR SAFETY SERVICES ONLY**

For all other inquiries please contact your agent, underwriter or claim representative

ALABAMA
Birmingham
 3000 Riverchase Galleria
 Ste. 600
 Birmingham, AL 35244
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Sacramento
 11070 White Rock Road, Suite 130
 Rancho Cordova, CA 95670
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

GEORGIA
Atlanta
 1000 Windward Concourse
 Alpharetta, GA 30005
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

ALASKA
Portland, OR
 4000 SW Kruse Place, Suite 100
 Lake Oswego, OR 97035
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
San Diego
 9325 Sky Park Court, Suite 220
 San Diego, CA 92123
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

HAWAII
Irvine, CA
 3333 Michelson Drive City Blvd. W
 Suite 1000
 Irvine, CA 92612
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

ARIZONA
Phoenix
 2401 W Peoria Ave., Suite 130
 Phoenix, AZ 85029
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Walnut Creek
 401 Lennon Lane, Suite 100
 Walnut Creek, CA 94598
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

IDAHO
Sacramento, CA
 11070 White Rock Rd, Suite 130
 Rancho Cordova, CA 95670
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

ARKANSAS
Kansas City, KS
 7465 West 132nd, Suite 400
 Overland Park, KS 66213
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

COLORADO
Denver
 6060 S. Willow Dr. #300
 Greenwood Village, CO 80111
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

ILLINOIS
Chicago
 161 N Clark St.
 Suite 900
 Chicago, IL 60601
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Diamond Bar
 21688 Gateway Center Drive
 P.O. Box 6512
 Diamond Bar, CA 91765-8512
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CONNECTICUT
Hartford
 300 Windsor Street
 Hartford, CT 06120
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

ILLINOIS
Naperville
 215 Shuman Boulevard
 P.O. Box 3208
 Naperville, IL 60566
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Glendale
 655 N. Central Avenue, Suite 1600
 Glendale, CA 91203
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

DELAWARE
Philadelphia, PA
 10 Sentry Parkway, Suite 300
 Blue Bell, PA 19422
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

INDIANA
Indianapolis
 Suite 300
 280 East 96th Street
 Indianapolis, IN 46240
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Irvine
 3333 Michelson Dr. City Blvd. W
 Suite 1000
 Irvine, CA 92612
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

DISTRICT OF COLUMBIA
Washington, DC
 14200 Park Meadow Dr.
 Chantilly, VA 20151
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

IOWA
Des Moines
 7101 Vista Dr.
 West Des Moines, IA 50266-9313
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Los Angeles
 888 South Figueroa St., Ste. 500
 Los Angeles, CA 90017
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

FLORIDA
Orlando
 2420 Lakemont Dr
 Orlando, FL 32814
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

KANSAS CITY
 7465 West 132nd, Suite 400
 Overland Park, KS 66213
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

**Please call these numbers
FOR SAFETY SERVICES ONLY**
For all other inquiries please contact your agent, underwriter or claim representative

KENTUCKY
 Louisville
 Suite 150
 303 N Hurstbourne Pkwy
 Louisville, KY 40222
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MICHIGAN
 Troy
 1441 W. Long Lake Rd., Ste. 300
 Troy, MI 48098
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW HAMPSHIRE
 Portland, ME
 207 Larrabee Road, Suite 3
 Westbrook, ME 04092
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

LOUISIANA
 New Orleans
 3838 N. Causeway, Suite 2700
 Metairie, LA 70002
 P.O. Box 61479
 New Orleans, LA 70161-1479
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MINNESOTA
 St. Paul
 385 Washington St., MC 104P
 St. Paul, MN 55102
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW JERSEY
 Morristown
 445 South Street
 Morristown, NJ 07960
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MAINE
 Portland, ME
 207 Larrabee Road, Suite 3
 Westbrook, ME 04092
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MISSISSIPPI
 Jackson
 1080 River Oaks Dr
 Ste B-200
 Flowood, MS 39232
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW JERSEY
 Marlton
 Lake Center Exec Park Building 30
 Suite 110
 Marlton, NJ 08053
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MARYLAND
 Blue Bell, PA
 10 Sentry Parkway, Suite 300
 Blue Bell, PA 19422
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MISSOURI
 St. Louis
 940 West Port Plaza, Suite 270
 St. Louis, MO 63146
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW MEXICO
 Phoenix
 2401 W Peoria Ave., Suite 130
 Phoenix, AZ 85029
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
 Boston
 100 Summer Street, Suite 201A
 Boston, MA 02110
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MISSOURI WORKERS' COMPENSATION PLAN (MWCP)
 4801 Main Street, Suite 350
 Kansas City, MO 64112
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW YORK
 Albany
 900 Watervliet-Shaker Road
 Albany, NY 12205
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
 Hudson
 1 Cabot Road
 Suite 250
 Hudson, MA 01749
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MONTANA
 Sacramento, CA
 11070 White Rock Rd, Suite 130
 Rancho Cordova, CA 95670
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW YORK
 Buffalo
 60 Lakefront Blvd.
 P.O. Box 242
 Buffalo, NY 14240-0242
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
 Braintree
 350 Granite Street
 Suite 1201
 Braintree, MA 02184
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEBRASKA
 Omaha
 11516 Miracle Hills Dr., St. 400
 Omaha, NE 68154
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW YORK
 Melville
 3 Huntington Quadrangle
 Melville, NY 11747
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

MICHIGAN
 Grand Rapids
 625 Kenmoor Ave
 Suite 213
 Grand Rapids, MI 49546
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEVADA
 Las Vegas
 7450 Arroyo Crossing Pkwy
 Suite 200
 Las Vegas, NV 89113
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim

NEW YORK
 New York
 485 Lexington Ave.
 New York, NY 10017-2630
 Risk Control: 1-800-973-9215
 Claims: 800-238-6225 or travelers.com/claim



**Please call these numbers
FOR SAFETY SERVICES ONLY**

For all other inquiries please contact your agent, underwriter or claim representative

NEW YORK

Rochester
75 Town Centre Drive
P.O. Box 23235
Rochester, NY 14692-3235
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK

Syracuse
440 South Warren Street
P.O. Box 4963
Syracuse, NY 13221-4963
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH CAROLINA

Charlotte
11440 Carmel Commons Blvd.
Suite 400
Charlotte, NC 28226
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH CAROLINA

Raleigh
4504 Emperor Blvd.
Durham, NC 27703
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH DAKOTA

St. Paul, MN
385 Washington St., MC 104P
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OHIO

Cincinnati
Baldwin Center, Suite 500
625 Eden Park Drive
Cincinnati, OH 45202
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OHIO

Cleveland
6150 Oak Tree Blvd., Suite 400
Independence, OH 44131
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OKLAHOMA

Tulsa
9820 East 41st St., Suite 401
P.O. Box 3510
Tulsa, OK 74101
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OREGON

Portland
4000 SW Kruse Way Place,
Building 1, Suite 255
Lake Oswego, OR 97035
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA

Philadelphia
10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA

Pittsburgh
112 Washington Place, Suite 910
Pittsburgh, PA 15219
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA

Reading
1105 Berkshire Blvd.
P.O. Box 13426
Wyomissing, PA 19610
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

RHODE ISLAND

Braintree
350 Granite Street
Suite 1201
Braintree, MA 02184
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

SOUTH CAROLINA

Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

SOUTH DAKOTA

St. Paul, MN
385 Washington St.
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TENNESSEE

Franklin
6640 Carothers Pkwy, Suite 300
Franklin, TN 37067
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TEXAS

Dallas
1301 E Collins Blvd., Suite 300
Richardson, TX 75081
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TEXAS

Houston
4650 Westway Park Blvd., Suite 350
Houston, TX 77041
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

UTAH

Denver, CO
6060 S. Willow Drive #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

VERMONT

Hartford, CT
300 Windsor Street
Hartford, CT 06120
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

VIRGINIA

Richmond
9954 Mayland Drive, Suite 6100
Richmond, VA 23233
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

Washington, DC

14200 Park Meadow Dr.
Chantilly, VA 20151
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WASHINGTON

Seattle
1501 4th Avenue, Suite 400
Seattle, WA 98101
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WEST VIRGINIA

Charleston, WV
119 Virginia St. W.
Charleston, WV 25302
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WISCONSIN

Milwaukee
13935 Bishops Drive, Suite 200
Brookfield, WI 53005
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WYOMING

Denver, CO
6060 S. Willow Drive #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

RECEIVED

NOV 15 10 30 AM '00

NEW YORK

NOV 15 10 30 AM '00

NOV 15 10 30 AM '00



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

RENEWAL OF (6JUB-0W92816-8-24)

**INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A STOCK COMPANY**

NCCI CO CODE: 13579

1.

INSURED:

**EMPOWERMENT RESOURCE CENTER
INC
230 PEACHTREE ST NW STE 1800
ATLANTA GA 30303-1514**

PRODUCER:

**LEGACY RISK SOLUTIONS
PO BOX 2976
GAINESVILLE GA 30503**

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 04-01-25 to 04-01-26 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

GA

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

Bodily Injury by Accident:	\$	1000000	Each Accident
Bodily Injury by Disease:	\$	1000000	Policy Limit
Bodily Injury by Disease:	\$	1000000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

**COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES
INSURANCE ENDORSEMENT WC 00 03 26**

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

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

GEORGIA WORKERS' COMPENSATION ASSIGNED RISK PLAN

**DATE OF ISSUE: 04-02-25 VS
OFFICE: RMD GA POOL 775
PRODUCER: LEGACY RISK SOLUTIONS**

ST ASSIGN: GA

29H3P





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
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SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 8322 NAICS: 624190

	STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM \$	57165
PREMIUM DISCOUNT	NONE
0900-10 EXPENSE CONSTANT	160
TERRORISM	233
CAT (OTHER THAN CERT ACTS OF TERRORISM)	233
TOTAL ESTIMATED PREMIUM	57791
DEPOSIT AMOUNT DUE	57791

A/R (WCIP) #

Minimum Premium: \$ 875

EMPLOYERS LIABILITY MINIMUM: \$ 120

ST ASSIGN: GA

DATE OF ISSUE: 04-02-25 VS

OFFICE: RMD GA POOL 775

PRODUCER: LEGACY RISK SOLUTIONS 29H3P



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-GA

INSURED'S NAME: EMPOWERMENT RESOURCE CENTER
INC

RATE BUREAU ID: 101334139

EXP. MOD. EFFECTIVE DATE: 04-01-25

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 562587827 ENTITY CD 001				
EMPOWERMENT RESOURCE CENTER INC				
230 PEACHTREE ST NW STE 1800 ATLANTA, GA 30303-1514 SIC CODE: 8322 NAICS: 624190				
CLERICAL OFFICE EMPLOYEES NOC.	8810	263058	.30	789



DATE OF ISSUE: 04-02-25 VS

ST ASSIGN: GA

SCHEDULE NO: 1 OF MORE



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01 (CONT'D)				
SOCIAL SERVICES ORGANIZATION - ALL EMPLOYEES & SALESPERSONS, DRIVERS	8864	2071884	3.25	67336

1.10% EMPL. LIAB. INCREASED LIMITS(9812)	\$	749
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		68874
EXPERIENCE MODIFICATION: .83 MODIFIED PREMIUM		57165
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		57165
EXPENSE CONSTANT(0900)		160
0.0100 TERRORISM (9740)		233
0.0100 CAT(OTHER THAN CERT ACTS OF TERRORISM) 9741		233
TOTAL ESTIMATED PREMIUM		57791
DEPOSIT AMOUNT DUE		57791

DATE OF ISSUE: 04-02-25 VS

ST ASSIGN: GA

SCHEDULE NO: 2 OF LAST



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 03 26 A - 001	LIMITED OTHER STATES INSURANCE END
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 17 D - 001	ASSIGNED RISK LSRP NOTIFICATION END
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 00 04 21 F - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 03 08 00 - 001	PARTNERS, OFFICERS AND OTHERS EXCL ENDT
WC 00 04 19 A - 001	PREMIUM AMENDATORY ENDORSEMENT
WC 10 06 01 C - 001	GA CANC NONRENEWAL AND CHANGE ENDT



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION

A. The Policy

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE

WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. We Will Defend

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

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

D. We Will Also Pay

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

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



E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law.

Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

**PART TWO
EMPLOYERS LIABILITY INSURANCE**

A. How This Insurance Applies

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

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

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or

Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C Sections 1331 et seq.), the Defense Base Act (42 U.S.C Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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



WC 00 00 00 (C)
(Rev 5-20)

have the right to investigate and settle these claims, proceedings and suits.

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of

employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

H. Recovery From Others

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

I. Actions Against Us

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

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

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

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

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

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

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

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

**PART FIVE
PREMIUM**

A. Our Manuals

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

B. Classifications

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

those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

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

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.



WC 00 00 00 (C)
(Rev 5-20)

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

F. Records

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

G. Audit

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

**PART SIX
CONDITIONS**

A. Inspection

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

comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

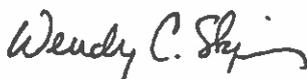
D. Cancellation

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

E. Sole Representative

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.



Secretary



President



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

POLICY NUMBER: (6JUB-0W92816-8-25)

ESTIMATED BILLING SCHEDULE

INSTALLMENT DUE DATE	AMOUNT
04-25	\$ 28895.50
07-25	\$ 9631.83
10-25	\$ 9631.83
01-26	\$ 9631.83



PLEASE NOTE:

- THE AMOUNTS REFLECTED IN THE SCHEDULE ABOVE ARE BASED ON THE CURRENT ESTIMATED ANNUAL PREMIUM AND ARE AN ESTIMATE.
- SEE ATTACHED FOR YOUR STATE'S PAYMENT OPTIONS AND SPECIFIC REQUIREMENTS.
- THE ACTUAL BILLED AMOUNT IS SUBJECT TO CHANGE BASED ON CHANGES TO THE ESTIMATED ANNUAL PREMIUM, ENDORSEMENTS, PARTIAL PAYMENTS OR ACCOUNT CREDITS.
- ANY BILLING RECEIVED SUPERCEDES THIS INSTALLMENT SCHEDULE.
- THE ACTUAL INSTALLMENTS WILL BE BILLED SEPARATELY.

WIAN6G23

DATE OF ISSUE: 04-02-25

ST ASSIGN: GA

CHANGE NO.: 0000

STATE MANDATED WCIP PAYMENT OPTIONS

State of Assignment	Type	Estimated Annual Premium	Deposit required	Number of Installments	State of Assignment	Type	Estimated Annual Premium	Deposit required	Number of Installments	Note State Specific Info:
Alabama	Annual	Under \$5,000	100%	0	Massachusetts	Annual	Under \$5,000	100%	0	
	Semi-annual	At least \$5,000	75%	1		Semi-annual	At least \$5,000	75%	1	
	Quarterly	At least \$10,000	50%	3		Quarterly	At least \$10,000	50%	3	
Alaska	Monthly	At least \$50,000	25%	9	Michigan	Monthly	At least \$25,000	25%	9	
	Annual	Under \$2,000	100%	0		Annual	Under \$1,000	100%	0	
	Deposit + 1	At least \$2,000	50%	1		Deposit + 1	\$1,000 - \$2,500	50%	1 or 3 or 11	
Arizona	Deposit + 2	At least \$5,000	30%	2	Missouri ARM	Deposit + 2	At least \$5,000	30%	2	* Missouri has a \$10 Service Fee for each installment
	Deposit + 7	At least \$5,000	30%	7		Deposit + 7	\$2,501 - \$10,000	40%	3*	
	Deposit + 11	At least \$5,000	30%	11		Deposit + 11	Greater than \$10,000	30%	9*	
Arkansas	Annual	Under \$2,500	100%	0	Nebraska	Annual	Under \$10,000	100%	0	
	Semi-annual	At least \$2,500	75%	1		Semi-annual	\$1 to \$10,000	75%	1	
	Quarterly	At least \$10,000	50%	3		Quarterly	\$1 to \$10,000	40%	3	
Connecticut	Monthly	At least \$25,000	25%	11	Nevada	Monthly	At least \$25,000	25%	11	
	Annual	Less than \$2,500	100%	0		Annual	\$10,001 and greater	25%	11	
	Deposit + 1	At least \$2,500	50%	1		Deposit + 1	Under \$1,000	100%	0	
Delaware	Quarterly	At least \$10,000	50%	3	New Hampshire	Quarterly	At least \$10,000	50%	3	
	Monthly	\$50,000 or more	25%	8		Monthly	Under \$1,000	100%	0	
	Annual	Under \$5,000	100%	0		Annual	At least \$5,000	65%	1	
District of Columbia	Semi-annual	At least \$5,000	75%	1	New Jersey	Semi-annual	At least \$5,000	75%	1	
	Quarterly	At least \$10,000	50%	3		Quarterly	\$5,000 - \$9,999	75%	1	
	Monthly	At least \$50,000	25%	9		Monthly	\$10,000 - \$24,999	50%	3	
Florida JUA (Advance Premium)	Annual	Less than \$1,000	100%	0	North Carolina	Annual	Under \$5,000	100%	0	
	Semi-annual	\$1,001 - \$4,999	75%	1		Semi-annual	Under \$5,000	100%	0	
	Quarterly	\$5,000 - \$24,999	50%	3		Quarterly	\$25,000 & OVER	25%	8	
Georgia	Monthly	\$25,000 or more	25%	11	Oklahoma	Monthly	\$25,000 or more	25%	11	
	Annual	Under \$5,000	100%	0		Annual	Under \$5,000	100%	0	
	Semi-annual	At least \$5,000	75%	1		Semi-annual	At least \$5,000	75%	1	
Idaho	Quarterly	At least \$10,000	50%	3	Oregon	Quarterly	At least \$10,000	50%	3	* Oregon has interim audits rather than installments
	Monthly	At least \$25,000	25%	11		Monthly	Under \$5,000	100%	0	
	Annual	\$1,000 or less	100%	0		Annual	At least \$5,000	50%	3	
Illinois	Quarterly	At least \$1,001	40%	3	South Carolina	Quarterly	At least \$1,001	40%	3	
	Monthly	At least \$10,000	25%	11		Monthly	Under \$5,000	100%	0	
	Annual	Under \$2,500	100%	0		Annual	At least \$5,000	75%	1	
Indiana	Semi-annual	At least \$2,500	75%	1	Tennessee	Semi-annual	At least \$2,500	75%	1	
	Quarterly	At least \$5,000	50%	3		Quarterly	At least \$10,000	40%	3	
	Monthly	At least \$25,000	25%	8		Monthly	At least \$10,001	25%	10	
Iowa	Annual	Under \$2,500	100%	0	Vermont	Annual	Under \$1,000	100%	0	* Balance due within 90 days
	Semi-annual	At least \$2,500	75%	1		Semi-annual	Under \$1,000	100%	0	
	Quarterly	At least \$5,000	50%	3		Quarterly	At least \$1,000	50%	2	
Kansas	Monthly	At least \$25,000	25%	8	Virginia	Monthly	At least \$25,000	25%	8	** 25% due within 90 days and remaining within 180 days
	Annual	Under \$1,001	100%	0		Annual	At least \$5,000	50%	1*	
	Quarterly	At least \$1,001	40%	3		Quarterly	At least \$10,000	50%	3	
Wisconsin	Monthly	At least \$10,000	25%	8	West Virginia	Monthly	At least \$10,000	25%	8	
	Annual	Under \$1,001	100%	0		Annual	Under \$5,000	100%	0	
	Quarterly	At least \$1,001	40%	3		Quarterly	At least \$5,000	75%	1	



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 O4 24 (00)

POLICY NUMBER: (6JUB-0W92816-8-25)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

Note:

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

Schedule



State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
NC	ESTIMATED ANNUAL PREMIUM	UP TO THREE TIMES
AL, AR, CT, DE, DC, GA, ID, IL, IA, MI, MN, MS, NE, NM, OR, SC, SD, TN, VT, VA, WV	ESTIMATED ANNUAL PREMIUM	UP TO TWO TIMES
AZ, KS, NJ, OK	ESTIMATED ANNUAL PREMIUM	TWO TIMES
NV, WI	ESTIMATED ANNUAL PREMIUM	UP TO ONE TIME

DATE OF ISSUE: 04-02-25

ST ASSIGN: GA



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 26 (A)**

POLICY NUMBER: (6JUB-0W92816-8-25)

**RESIDUAL MARKET
LIMITED OTHER STATES INSURANCE ENDORSEMENT**

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 14 (A)

POLICY NUMBER: (6JUB-0W92816-8-25)

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

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

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

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



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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 04-02-25 ST ASSIGN: GA



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 17 (D)

POLICY NUMBER: (6JUB-0W92816-8-25)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION
ENDORSEMENT**

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2.
 - a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's *Basic Manual*.
 - b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
 - c. For eligibility purposes, WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP, and such premium from these WCIP policies is not combinable with premium from WCIP policies in LSRP-approved jurisdictions. Coverage for employers in both non-LSRP and LSRP states in approved jurisdictions can be written on a single binder or policy, if available.
 - d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's *Experience Rating Plan Manual*.
3. LSRP standard premium is defined in accordance with NCCI's *Residual Market Manual*.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's *Residual Market Manual*. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 17 (D)

POLICY NUMBER: (6JUB-0W92816-8-25)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception, and your LSRP contingency deposit will be returned.
 - b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.
 - c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies).
 - d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal, subject to meeting the eligibility requirements on the renewal policy(ies).
2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold at any time, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:
 - Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
 - Failure to report changes in ownership or ownership information according to the WCIP and NCCI's *Experience Rating Plan Manual*
 - Violation of any of the terms and conditions under the policy for which this insurance was issued
 - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
 - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations
2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

This endorsement applies in the states listed in the Schedule below.





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 17 (D)

POLICY NUMBER: (6JOB-0W92816-8-25)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

State	Premium Eligibility
ALABAMA	\$250,000
ARIZONA	\$250,000
CONNECTICUT	\$250,000
DISTRICT OF COLUMBIA	\$250,000
GEORGIA	\$250,000
IDAHO	\$250,000
ILLINOIS	\$250,000
KANSAS	\$250,000
NEW HAMPSHIRE	\$250,000
NEVADA	\$250,000
OKLAHOMA	\$250,000
OREGON	\$250,000
SOUTH CAROLINA	\$250,000
SOUTH DAKOTA	\$250,000
TENNESSEE	\$250,000
VERMONT	\$250,000
WEST VIRGINIA	\$250,000



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 22 (C)

POLICY NUMBER: (6JUB-0W92816-8-25)

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
DISCLOSURE ENDORSEMENT**

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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



Form WC 00 04 22 (C)

DATE OF ISSUE: 04-02-25 ST ASSIGN: GA



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 25 (00)

POLICY NUMBER: (6JUB-0W92816-8-25)

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.



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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

DATE OF ISSUE: 04-02-25

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 21 (F)

POLICY NUMBER: (6JUB-0W92816-8-25)

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)
PREMIUM ENDORSEMENT**

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

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

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$
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Insurance Company _____ Countersigned by _____

Form WC 00 04 21 (F)

DATE OF ISSUE: 04-02-25

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (A)**

POLICY NUMBER: (6JTB-0W92816-8-25)

PART FIVE – PREMIUM AMENDATORY ENDORSEMENT

This endorsement amends Part Five – Premium of the policy as follows:

Part Five – Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five – Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.



**WORKERS COMPENSATION
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ENDORSEMENT WC 10 06 01 (C)**

POLICY NUMBER: (6JUB-0W92816-8-25)

**GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE
ENDORSEMENT**

This endorsement applies because Georgia is shown in Item 3.A. of the policy Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us in writing, or deliver advance notice orally or electronically, stating when the cancellation is to take effect. We may require that you provide written, electronic, or other recorded verification of the request before the cancellation takes effect. The cancellation is subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practical after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium, or if we nonrenew this policy, we must send a notice of cancellation or nonrenewal by certified mail, return receipt requested, to you at your last address of record at least 75 days before the effective date of cancellation or nonrenewal.
 3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience rating modification or resulting from an audit of auditable coverages), we must deliver a notice of our action (including dollar amount of the increase in renewal premium more than 15%) to you, by first class mail, at your last address of record at least 45 days before the expiration date of this policy.
 4. If we reduce the policy coverage, we must provide you with written notice at least 45 days before the effective date of the reduction in coverage. The notice will be delivered to you in person or by first class mail to your last address of record. A reduction in coverage made by us includes elimination of coverage, a decrease in scope or less coverage, or the addition of an exclusion. Requests made by you to change, reduce, or eliminate coverage are not considered reductions in coverage.
 5. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days before the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.



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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 10 06 01 (C)**

POLICY NUMBER: (6JTB-0W92816-8-25)

- 6. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned by _____	

DATE OF ISSUE: 04-02-25

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ATENCIÓN: CONTRATISTAS USTED PUEDE SER RESPONSABLE POR EL SEGURO DE TRABAJO DE SUS CONTRATISTAS

¿Sabía usted que si tiene un Seguro de Compensación de Trabajadores (Worker's Compensation Insurance) y si utiliza contratistas en su empresa usted puede ser sujeto a que los contratistas no tengan seguro? Si usted **NO** tiene un Certificado de Seguro de Compensación de Trabajadores válido para sus contratistas es posible que usted sea responsable de pagar una prima adicional en su póliza.

Los contratistas pueden proporcionarle un certificado de seguro como evidencia de que tienen Seguro de Compensación de Trabajadores (Worker's Compensation Insurance). El certificado de seguro le proveerá el nombre de la compañía de seguro de trabajadores (Insurance Carrier), el número de póliza (policy number) y el período de tiempo (policy period) por el cual contratistas estuvo asegurado. El contratista que trabaje para usted se muestra como el "Asegurado" (Insured) y su negocio como "Titular del Certificado"(Certificate Holder). Sin embargo, tenga presente que un certificado de seguro **NO** le garantiza que la cobertura sea válida y activa cuando un contratista esté trabajando para usted.

¿Por qué necesita usted saber si un certificado de seguro es válido?

- Si una de las pólizas de sus contratistas se cancela una prima adicional puede ser cobrada por el período de tiempo que el contratista no fue asegurado y que trabajo para usted.
- Es posible que usted **NO** siempre sea notificado de la cancelación de la póliza de uno de sus contratistas(s) por lo cual usted sería el responsable de proporcionar seguro de compensación para estos contratistas no asegurados y además, usted puede ser responsable de pagar una prima adicional en su póliza.
- Sólo porque usted es el titular de un certificado no garantizan que la cobertura de compensación de los trabajadores sea válida para el contratista o que recibirá una notificación de cancelación.

Ahora tiene la capacidad de verificar y seguir la cobertura del contratista:

La mayoría de los Estados tiene una página de internet dedicada a los empleadores, donde se puede verificar la cobertura de seguros de contratistas. Tome unos minutos para revisar los siguientes consejos y procedimientos que le ayudarán a verificar si todos los contratistas que trabajan para usted tienen cobertura de compensación de trabajadores.

***VISITE:** <https://www.ewccv.com/cvs>

- Después de aceptar los términos del sitio web, puede verificar seleccionando su estado, fecha de pago e identificar a su subcontratista.
- Además de verificar la cobertura de compensación para trabajadores de su(s) subcontratista(s), también puede suscribirse para seguir la póliza de su subcontratista y recibir una notificación si la póliza se cancela o se restablece en cualquier momento. Visite www.travelers.com/audit para obtener información adicional sobre el seguimiento de la póliza de trabajadores de su subcontratista.
- Si encuentra que la cobertura se canceló o no está activa, comuníquese con su contratista inmediatamente porque usted puede ser responsable de la exposición de su(s) subcontratista(s). **Recuerde, usted, como contratista principal, es responsable de proporcionar un seguro de compensación para trabajadores de subcontratistas sin seguro.**



**ATENCIÓN: CONTRATISTAS
USTED PUEDE SER RESPONSABLE POR EL SEGURO DE TRABAJO
DE SUS CONTRATISTAS**

——Recordatorio importante para los Agentes sobre CERTIFICADOS DE SEGUROS——

Como se indica en la carta de NCCI Binder y se describe en el Suplemento de Riesgo Asignado de NCCI del Manual Básico, el agente debe proporcionar a la empresa asignada una copia de cada Certificado de Seguro emitido por el agente en nombre del asegurado.

Los Agentes de Seguros están autorizados a emitir certificados de seguro de compensación para trabajadores cuando existen todas las siguientes condiciones:

- El certificado se emite solo en el formulario ACORD estándar
- El certificado se emite solo para las operaciones enumeradas en 3.a. de la página de información
- El periodo de la póliza no es cambiado
- El titular del certificado no tiene más derechos que el asegurado.
- La empresa asignada recibe una copia de cada certificado emitido.





PRIVACY NOTICE

THE TRAVELERS INSURANCE COMPANIES

PRIVACY POLICY

Thank you for selecting **THE TRAVELERS INSURANCE COMPANIES** as your workers compensation insurer. At **THE TRAVELERS INSURANCE COMPANIES** a subsidiary of Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

Most importantly, THE TRAVELERS INSURANCE COMPANIES does not and will not disclose or sell nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to anyone for marketing purposes.



Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.



GEORGIA STATE BOARD OF WORKERS' COMPENSATION

BILL OF RIGHTS FOR THE INJURED WORKER

As required by law, O.C.G.A. §34-9-81.1, this is a summary of your rights and responsibilities. The Workers' Compensation Law provides you, as a worker in the State of Georgia, with certain rights and responsibilities should you be injured on the job. The Workers' Compensation Law provides you coverage for a work-related injury even if an injury occurs on the first day on the job. In addition to rights, you also have certain responsibilities. Your rights and responsibilities are described below.

Employee's Rights

1. If you are injured on the job, you may receive medical rehabilitation and income benefits. These benefits are provided to help you return to work. Your dependents may also receive benefits if you die as a result of a job-related injury.
2. Your employer is required to post a list of at least six doctors or the name of the certified WC/MCO that provides medical care, unless the Board has granted an exception. You may choose a doctor from the list and make one change to another doctor on the list without the permission of your employer. However, in an emergency, you may get temporary medical care from any doctor until the emergency is over, then you must get treatment from a doctor on the posted list.
3. Your authorized doctor bills, hospital bills, rehabilitation in some cases, physical therapy, prescriptions, and necessary travel expenses will be paid if injury was caused by an accident on the job. All injuries occurring on or before June 30, 2013 shall be entitled to lifetime medical benefits. If your accident occurred on or after July 1, 2013 medical treatment shall be limited to a maximum of 400 weeks from the accident date. If your injury is catastrophic in nature you may be entitled to lifetime medical benefits.
4. You are entitled to weekly income benefits if you have more than seven days of lost time due to an injury. Your first check should be mailed to you within 21 days after the first day you missed work. If you are out more than 21 consecutive days due to your injury, you will be paid for the first week.
5. Accidents are classified as being either catastrophic or non-catastrophic. Catastrophic injuries are those involving amputations, severe paralysis, severe head injuries, severe burns, blindness, or of a nature and severity that prevents the employee from being able to perform his or her prior work and any work available in substantial numbers within the national economy. In catastrophic cases, you are entitled to receive two-thirds of your average weekly wage but not more than \$800 per week for a job-related injury for as long as you are unable to return to work. You also are entitled to receive medical and vocational rehabilitation benefits to help in recovering from your injury. If you need help in this area call the State Board of Workers' Compensation at (404) 656-0849.
6. In all other cases (non-catastrophic), you are entitled to receive two-thirds of your average weekly wage but not more than \$800 per week for a job related injury. You will receive these weekly benefits as long as you are totally disabled, but no longer than 400 weeks. If you are not working and it is determined that you have been capable of performing work with restrictions for 52 consecutive weeks or 78 aggregate weeks, your weekly income benefits will be reduced to two-thirds of your average weekly wage but no more than \$533.33 per week, not to exceed 350 weeks.
7. When you are able to return to work, but can only get a lower paying job as a result of your injury, you are entitled to a weekly benefit of not more than \$533.33 per week for no longer than 350 weeks.
8. Your dependent(s), in the event you die as a result of an on-the-job accident, will receive burial expenses up to \$7,500 and two-thirds of your average weekly wage, but not more than \$800 per week. A widowed spouse with no children will be paid a maximum of \$320,000. Benefits continue until he/she remarries or openly cohabits with a person of the opposite sex.
9. If you do not receive benefits when due, the insurance carrier/employer must pay a penalty, which will be added to your payments.

Employee's Responsibilities

1. You should follow written rules of safety and other reasonable policies and procedures of the employer.
2. You must report any accident immediately, but not later than 30 days after the accident, to your employer, your employer's representative, your foreman or immediate supervisor. Failure to do so may result in the loss of the benefits.
3. An employee has a continuing obligation to cooperate with medical providers in the course of their treatment for work related injuries. You must accept reasonable medical treatment and rehabilitation services when ordered by the State Board of Workers' Compensation or the Board may suspend your benefits.
4. No compensation shall be allowed for an injury or death due to the employee's willful misconduct.
5. You must notify the insurance carrier/employer of your address when you move to a new location. You should notify the insurance carrier/employer when you are able to return to full-time or part-time work and report the amount of your weekly earnings because you may be entitled to some income benefits even though you have returned to work.
6. A dependent spouse of a deceased employee shall notify the insurance carrier/employer upon change of address or remarriage.
7. You must attempt a job approved by the authorized treating physician even if the pay is lower than the job you had when you were injured. If you do not attempt the job, your benefits may be suspended.
8. If you believe you are due benefits and your insurance carrier/employer denies these benefits, you must file a claim within one year after the date of last authorized medical treatment or within two years of your last payment of weekly benefits or you will lose your right to these benefits.
9. If your dependent(s) do not receive allowable benefit payments, the dependent(s) must file a claim with the State Board of Workers' Compensation within one year after your death or lose the right to these benefits.
10. Any request for reimbursement to you for mileage or other expenses related to medical care must be submitted to the insurance carrier/employer within one year of the date the expense was incurred.
11. If an employee unjustifiably refuses to submit to a drug test following an on-the-job injury, there shall be a presumption that the accident and injury were caused by alcohol or drugs. If the presumption is not overcome by other evidence, any claim for workers' compensation benefits would be denied.
12. You shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$10,000.00 or imprisonment, up to 12 months, or both, for making false or misleading statements when claiming benefits. Also, any false statements or false evidence given under oath during the course of any administrative or appellate division hearing is perjury.



The State Board of Workers' Compensation will provide you with information regarding how to file a claim and will answer any other questions regarding your rights under the law. If you are calling in the Atlanta area the telephone number is (404) 656-3818, outside the metro Atlanta area call 1-800-533-0682, or write the State Board of Workers' Compensation at: 270 Peachtree Street, N.W., Atlanta, Georgia 30303-1299 or visit our website: <https://www.sbwc.georgia.gov>. A lawyer is not needed to file a claim with the Board; however, if you think you need a lawyer and do not have your own personal lawyer, you may contact the Lawyer Referral Service at (404) 521-0777 or 1-800-334-6865.

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-533-0682 OR VISIT <https://www.sbwc.georgia.gov>

WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).

JUNTA ESTATAL DE COMPENSACIÓN DE TRABAJADORES DE GEORGIA

DECLARACIÓN DE DERECHOS PARA EL TRABAJADOR LESIONADO

Según lo requiere la Ley O.C.G.A. §34-9-81.1, esto es un recuento de sus derechos y responsabilidades. La Ley de Compensación de Trabajadores le provee a usted, como trabajador en el Estado de Georgia, ciertos derechos y responsabilidades si usted se lesiona en el trabajo. La Ley de Compensación de Trabajador lo provee a usted con cobertura de lesiones relacionadas con el trabajo aunque su lesión sea en el primer día de trabajo. Además de sus derechos, usted también tiene ciertas responsabilidades. Sus derechos y responsabilidades están descritos abajo.

Derechos de los Empleados

Responsabilidades de los Empleados

1. Si usted se lesiona en el trabajo, usted puede recibir rehabilitación médica y beneficios de ingresos. Estos beneficios son proveídos para ayudarlo a regresar al trabajo. También sus dependientes pueden recibir beneficios si usted muere como resultado de lesiones recibidas en el trabajo.
2. Se le requiere a su empleador que anuncie una lista de seis doctores o por lo menos el nombre de un WC/ MCO certificado que provee cuidados médicos, al menos que la Junta halla otorgado una excepción. Usted puede escoger un doctor de la lista sin el permiso de su empleador. Sin embargo, en una emergencia, usted puede recibir asistencia medica temporaria de cualquier otro medico hasta que la emergencia termine después usted debe recibir tratamiento de los médicos que se anuncian en la lista.
3. Sus cuentas médicas autorizadas, cuentas de hospital, rehabilitación en algunos casos, terapia física, recetas y gastos de transporte serán pagados si la lesión fue ocasionada por un accidente en el trabajo. Todas las lesiones que ocurren en o antes 30 de junio de 2013 se tendrá derecho a beneficios médicos de por vida. Si el accidente ocurrió en o 1 de julio del 2013 el tratamiento médico será limitado a un máximo de 400 semanas a partir de la fecha del accidente. Si su lesión es catastrófica en la naturaleza que puede tener derecho a beneficios médicos de por vida.
4. Usted tiene derecho a recibir beneficios de ingresos semanales si usted ha perdido tiempo por más de siete días debido a una lesión. Su primer cheque debe ser enviado a usted dentro de 21 días, después del primer día que faltó al trabajo. Si esta fuera más de 21 días consecutivos debido a su lesión, se le pagara la primera semana.
5. Los accidentes son clasificados ya sea catastróficos o no catastróficos. Lesiones catastróficas son las que envuelven amputación, parálisis severas, lesiones severas de la cabeza, quemaduras severas, ceguera que prevenga al empleado a que pueda realizar el o ella su trabajo anterior o cualquier otro trabajo disponible en numero considerable dentro de la economía nacional. En casos catastróficos usted tiene derecho a recibir un promedio de dos terceras partes de su ingreso semanal pero no más de \$800 por semana por una lesión relacionada con el trabajo durante todo el tiempo que usted no pueda regresar a su trabajo. Usted también tiene derecho a recibir beneficios médicos y de rehabilitación. Si usted necesita ayuda en esta área llame a la Junta Estatal de Compensación de Trabajadores al (404) 656-0849.
6. En todos los otros casos (no catastróficos) usted tiene el derecho a recibir dos terceras partes de su sueldo promedio semanal pero no más de \$800 por semana de una lesión relacionada de trabajo, usted recibirá estos beneficios mientras usted este incapacitado. Pero no más de 400 semanas si no esta trabajando y se determina que usted esta capacitado a desempeñar con restricción por 52 semanas consecutivas o 78 semanas agregadas sus ingresos semanales serán reducidos a dos terceras partes de su sueldo promedio pero no más de \$533.33 por semana, que no excedan 350 semanas.
7. Cuando usted pueda regresar a trabajar pero solo pueda conseguir empleo de salario bajo como resultado de su lesión usted tiene derecho a un beneficio semanal de no más de \$533.33 por semana pero no más de 350 semanas.
8. En caso de que usted muera como resultado de un accidente en el trabajo, su dependiente (s) recibirán para gastos de entierro \$7,500 y dos terceras partes de su sueldo promedio semanal, pero no más de \$800 por semana. Una esposa viuda sin niños se le pagara un máximo de \$320,000 en beneficios continuos hasta que EL/ELLA se vuelva a casar o abiertamente cohabite con una persona del sexo opuesto.
9. Si usted no recibe beneficios cuando sea debido, la compañía de seguro/empleador debe de pagar penalidades, que se agregaran a sus pagos.

1. Usted debe de seguir las reglas escritas de seguridad y otras pólizas razonables y procedimientos del empleador.
2. Usted debe reportar cualquier accidente inmediatamente, pero más tarde de 30 días después del accidente, a su empleador, representantes del empleador, su capataz o supervi inmediato. Fallar en hacerlo puede resultar en la pérdida de beneficios.
3. Un empleado tiene la continua obligación de cooperar con proveedores médicos en el curso de su tratamiento relacionado con lesiones de trabajo. Usted debe aceptar tratamientos médicos razonables y servicios de rehabilitación cuando se ordenados por la Junta Estatal de Compensación de Trabajadores o la Junta puede suspender sus beneficios.
4. No se permitirá compensación por una lesión o muerte debida a una conducta mal intencionada de los empleados.
5. Debe de notificar a la compañía de seguro/empleador de dirección cuando se mude a un nuevo lugar. Usted debe notificar a la compañía de seguros/empleador cuando usted ha regresado a trabajar de tiempo completo o medio tiempo reportar la cantidad de su salario semanal porque usted puede tener derecho a algún beneficio de ingreso aun así ha regresado al trabajo.
6. Una esposa dependiente de un empleado difunto debe notificar a la compañía de seguro/ empleador de cambios de dirección o nuevo matrimonio.
7. Usted debe intentar un trabajo aprobado por su médico autorizado aunque el pago sea mas bajo que en el trabajo que usted tenia cuando se lesionó, si usted no intenta el trabajo sus beneficios pueden ser suspendidos.
8. Si usted cree que debe recibir beneficios y su compañía de seguros/empleador niega estos beneficios. Usted debe de hacer un reclamo dentro de un año después del ultimo tratamiento medico o dentro de dos años de su último pago de beneficios semanales o usted perderá sus derechos a estos beneficios.
9. Si su (s) dependiente (s) no reciben beneficio de pago permitidos. El dependiente debe hacer un reclamo con la Junta Estatal de Compensación de Trabajadores dentro de un año después de su muerte o perderán los derechos a estos beneficios.
10. Algún pedido de reembolso a usted por millas o otros gastos relacionados con tratamiento medico debe ser sometidos a la compañía de seguros/empleador dentro de un año del día que los gastos fueron incurridos.
11. Si un empleado injustificadamente rehúsa a someterse a una prueba de droga después de una lesión en el trabajo habrá una presunción de que el accidente y lesión fueran causados por droga o alcohol. Si la presunción no se sobrepone por otras evidencias, algún reclamo hecho para beneficios de compensación de Trabajador serán negados.
12. Usted será culpable de un delito menor y una vez convicto podrá ser castigado con una multa de no más de \$10,000.00 o encarcelamiento de hasta 12 meses o las dos, por hacer declaraciones falsas o engañosos testimonios cuando reclame beneficios. También cualquier declaración falsa o evidencia falsa dada bajo juramento durante el curso de alguna audiencia o división de apelación o administración es perjurio.

La Junta de Compensación de Trabajadores le proporcionará la información relativa a la manera de presentar una reclamación y responderá a cualquier preguntas adicionales sobre sus derechos en virtud de la ley. Si usted llama en la zona de Atlanta, el teléfono es el (404) 656-3818 y fuera de la zona metropolitana de Atlanta, llame al 1-800-533-0682, o escriba a la Junta Estatal de Compensación de Trabajadores a 270 Peachtree Street, NW, Atlanta, Georgia 30303-1299 o visita sitio web: <https://www.sbwg.georgia.gov>. No es necesario tener un abogado para presentar una reclamación a la Junta; sin embargo, si usted cree que necesita los servicios de un abogado y no tiene uno propio, usted puede ponerse en contacto con el Servicio de Referencia de Abogados (Lawyers Referral Service) al teléfono (404) 521-0777 o al 1-800-334-6865.

SI USTED TIENE PREGUNTAS LLAME AL (404) 656-3818 O 1-800-533-0682 O VISITA SITIO WEB: <https://www.sbwg.georgia.gov>
 CUALQUIER DECLARACIÓN FALSA Y DELIBERADA PARA OBTENER O NEGAR BENEFICIOS ES UNA OFENSA CRIMINAL Y ES SUJETO A PENALIDADES DE HASTA \$10,000 POR CADA VIOLACIÓN (O.C.G.A. §34-9-18 Y §34-9-19).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2025

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 Manry Heston 2109 LaVista Executive Park Tucker GA 30084	CONTACT NAME: PHONE (A/C No. Ext): 770-939-3231 FAX (A/C, No): 770-939-8978 E-MAIL ADDRESS: customerservice@manryheston.com														
INSURED EMPORES-01 Empowerment Resource Center, Inc. 230 Peachtree Street NW Suite 1800 Atlanta GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Markel American Insurance</td> <td></td> </tr> <tr> <td>INSURER B : The Pie Insurance Company</td> <td style="text-align: center;">21857</td> </tr> <tr> <td>INSURER C : Selective Insurance Company of America</td> <td style="text-align: center;">12572</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Markel American Insurance		INSURER B : The Pie Insurance Company	21857	INSURER C : Selective Insurance Company of America	12572	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 1378852428** **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SM-P-1273367	5/18/2025	5/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC PI 2809924-B00	9/9/2025	9/9/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Not-For-Profit Directors & Officers Liability & Employment Practices Liability			MY 1056748	9/9/2025	9/9/2026	Aggregate Limit \$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Empowerment Resource Center Inc 230 Peachtree St NW, Suite 1800 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
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Henderson Insurance Agency		NAMED INSURED EMPOWERMENT RESOURCE CENTER INC 230 PEACHTREE ST NW STE 1800 ATLANTA, GA 30303	
POLICY NUMBER 985024237			
CARRIER Progressive Mountain Insurance Company	NAIC CODE 35190	EFFECTIVE DATE: 08/08/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

.....	
2006 FORD ECONOLINE 1FDWE35P76DA54007	
Comprehensive	\$500 Ded
Uninsured Motorist - Added On	\$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$500 Ded)
Collision	\$500 Ded
Medical Payments	\$10,000 each person
.....	
2021 TOYOTA 4RUNNER JTEEU5JR9M5234856	
Comprehensive	\$500 Ded
Uninsured Motorist - Added On	\$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$500 Ded)
Collision	\$500 Ded
Medical Payments	\$10,000 each person
Roadside Assistance	Selected w/\$0 Ded
.....	
2021 TOYOTA 4RUNNER JTEEU5JR7M5234046	
Comprehensive	\$500 Ded
Uninsured Motorist - Added On	\$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$500 Ded)
Collision	\$500 Ded
Medical Payments	\$10,000 each person
Roadside Assistance	Selected w/\$0 Ded
.....	
2021 TOYOTA 4RUNNER JTEEU5JR4M5231654	
Comprehensive	\$500 Ded
Uninsured Motorist - Added On	\$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$500 Ded)
Collision	\$500 Ded
Medical Payments	\$10,000 each person
Roadside Assistance	Selected w/\$0 Ded
.....	
2017 FORD ECONOLINE 1FDDEE3FS7HDC78959	
Uninsured Motorist - Added On	\$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$500 Ded)
Medical Payments	\$10,000 each person

Additional Information

Certificate holder is listed as an Additional Insured.

Certificate Of Completion

Envelope Id: B85EB7CA-C1A7-4F30-8305-7070829E0891

Status: Completed

Subject: 25RFP1349711A-BKJ (D), Qualified Block Grantee - Opioid Abatement Settlement

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 213

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Brian Jones

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

brian.jones@fultoncountyga.gov

IP Address: 2600:1702:5a2b:

Record Tracking

Status: Original

Holder: Brian Jones

Location: DocuSign

12/23/2025 2:34:09 PM

brian.jones@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Signature

Timestamp

Jacqueline Brown, MSPH MBA BS

jbrown@ERC-Inc.org

CEO

Empowerment Resource Center, Inc.

Security Level: Email, Account Authentication (None)

Jacqueline Brown, MSPH MBA BS

Signature Adoption: Pre-selected Style

Using IP Address: 38.32.168.154

Sent: 12/23/2025 2:48:52 PM

Viewed: 12/24/2025 1:10:28 PM

Signed: 1/2/2026 7:43:15 PM

Electronic Record and Signature Disclosure:

Accepted: 12/24/2025 1:10:28 PM

ID: 78e18f33-c257-4905-bf8b-ed99c65b0488

LaTrina R. Foster

LaTrina.Foster@fultoncountyga.gov

BHDD Director

Fulton County Government

Security Level: Email, Account Authentication (None)

LaTrina R. Foster

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1700:42d1:b10:f909:4df4:65da:dabc

Sent: 1/5/2026 4:43:23 PM

Viewed: 1/5/2026 4:45:25 PM

Signed: 1/7/2026 9:31:42 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Chad Alexis

chad.alexis@fultoncountyga.gov

Security Level: Email, Account Authentication (None)

Chad Alexis

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.10

Sent: 1/7/2026 9:31:45 AM

Viewed: 1/13/2026 5:31:29 PM

Signed: 1/13/2026 5:33:19 PM

Electronic Record and Signature Disclosure:

Accepted: 1/13/2026 5:31:29 PM

ID: 9455bd3a-28ec-4c04-bc3b-ab48930fc7c0

Signer Events	Signature	Timestamp
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<p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p>Completed</p> <p>Using IP Address: 74.174.59.10</p>	<p>Sent: 1/13/2026 5:33:22 PM Viewed: 1/16/2026 1:17:23 PM Signed: 1/16/2026 1:18:08 PM</p>
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<p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/16/2026 2:07:40 PM ID: 0603bf3b-002a-45f7-b7ca-9ebe76e5ba36</p>	<p><i>Robert L. Pitts</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10</p>	<p>Sent: 1/16/2026 1:18:11 PM Viewed: 1/16/2026 2:07:40 PM Signed: 1/16/2026 2:07:49 PM</p>
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<p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab</p>	<p><i>Tonya Grier</i></p>  <p>Signature Adoption: Uploaded Signature Image Using IP Address: 74.174.59.10</p>	<p>Sent: 1/16/2026 2:07:52 PM Viewed: 1/16/2026 2:09:55 PM Signed: 1/16/2026 2:10:54 PM</p>
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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<p>Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<p>VIEWED</p> <p>Using IP Address: 2600:1702:5a2b:7880:e400:740c:a4f9:ef2c</p>	<p>Sent: 1/2/2026 7:43:17 PM Viewed: 1/5/2026 4:43:23 PM</p>
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<p>Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)</p>	<p>VIEWED</p> <p>Using IP Address: 134.231.232.250</p>	<p>Sent: 1/16/2026 2:10:58 PM Viewed: 1/16/2026 2:13:42 PM</p>
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Certified Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Dian DeVaughn
dian.devauhn@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/16/2026 2:13:42 PM
Viewed: 1/16/2026 3:19:06 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/23/2025 2:48:52 PM
Certified Delivered	Security Checked	1/16/2026 2:13:42 PM
Signing Complete	Security Checked	1/16/2026 2:10:54 PM
Completed	Security Checked	1/16/2026 2:13:42 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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

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