

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2023

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		CONTACT NAME:			
Brooklyn, NY -Hub International Northeast Limited		PHONE (A/C, No, Ext); 718-787-3800 FAX (A/C, No); 7	18-787-0024		
1600 63Rd Street Suite 2nd Floor Brooklyn NY 11204		(A/C, No, Ext): 710-707 0000			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A: MedChoice Risk Retention Group, Inc.	15738		
INSURED	AEQUORHEAL	INSURER B : Lexington Insurance Company	19437		
Aequor Healthcare Services		INSURER C : SUNZ Insurance Company	34762		
Therapy Staff LLC 377 Hoes Lane		INSURER D : Starstone Insurance Limited	25496		
Suite 300		INSURER E : Palomar Excess and Surplus Insurance Compar	y 20907		
Piscataway NJ 08854		INSURER F:			

REVISION NUMBER: CERTIFICATE NUMBER: 1865408449 COVERAGES 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.

NSR TR	TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	PAID CLAIMS. POLICY EXP (MM/DD/YYYY)	LIMIT	s						
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	FPL01038-00	4/15/2023	6/1/2024	EACH OCCURRENCE	\$1,000,000						
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000						
l	CDAING-MADE SECON	NO-WINDE WAS COOK			MED EXP (Any one person)	\$ 5,000								
							PERSONAL & ADV INJURY	\$1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000						
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$						
	* AACONDACTORY							\$						
Α	AUTOMOBILE LIABILITY	Υ	Υ	FPL01038-00	4/15/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
	ANY AUTO												BODILY INJURY (Per person)	\$
	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$							
	X HIRED XX NON-OWNED XX NON-OWNED					1	PROPERTY DAMAGE (Per accident)	\$						
	AUTOS ONLY AUTOS ONLY						The desired by	\$						
В	UMBRELLA LIAB OCCUR	Υ		6798941	4/15/2023	6/1/2024	EACH OCCURRENCE	\$ 5,000,000						
D	X EXCESS LIAB X CLAIMS-MADE			S7016230AHL	4/15/2023	6/1/2024	AGGREGATE	\$ 5,000,000						
	DED RETENTION \$ GL is occu						2nd layer XS	\$3,000,000						
	WORKERS COMPENSATION		Υ	WC053-00001-022	6/1/2022	6/1/2023	X PER X OTH-							
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$ 1,000,000							
ì	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)] N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000							
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
A D E	Prof primary liab retro3/18/13 XS3M>2M PRIM 5M XS CYBER LIAB.	Y		FPL01038-00 S7016230AHL PLM-CB-SXNYXKQ-5M PRIMARY	4/15/2023 4/15/2023 4/30/2023	6/1/2024 6/1/2024 6/1/2024	2,000,000 each claim 3,000,000 each claim 5,000,000 limit	4,000,000 aggregat 3,000,000 aggregat ded 25,000						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Stop Gap Coverage for the states of OH, WA, WY, ND is included under the General Liability Coverage
and is excluded under the Excess Policies. AEQUOR Healthcare Services, LLC does not own nor lease
any automobiles. Abuse and Molestation \$2M per Occurrence/\$4M Aggregate with \$25,000 Deductible is
included in Med-Choice RRG Liability policy but is not an underlying coverage in the excess layers.
Employer's Liability coverage is not included under the Umbrella/Excess policies. Umbrella/Excess
is follow form of underlying coverages (which includes General Liability, Automobile Liability and Professional
& NON CONRIBUTORY PROVISION APPLIES TO UTO COVERAGE FOR ADDITIONAL INSURED. WORKERS COMP INCLUDES See Attached...

CERTIFICATE HOLDER	CANCELLATION
Mt. Diablo Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1936 Carlotta Drive Concord CA 94519	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	AEQUORHEAL

ACORD®

ADDITIONAL REMARKS SCHEDULE

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AGENCY Brooklyn, NY -Hub International Northeast Limited		NAMED INSURED Aequor Healthcare Services Therapy Staff LLC			
POLICY NUMBER		377 Hoes Lane Suite 300 Piscataway NJ 08854			
CARRIER	NAIC CODE	1 isotaway no cooci			
		EFFECTIVE DATE:			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,				
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	LIABILITY IN	ISURANCE			
WAIVER OF SUBROGATION					
777 117 4415					
Re: Behavior Technician Staffing Position					
Mt. Diablo Unified School District is included as Blanket Additional Excess/Umbrella policies as per written contract/agreement. Medi	o and per Cla	eneral Liability, Automobile Liability, Professional Healthcare Liability and hal includes Errors and Omissions coverage \$1M per occurrence/\$3M per imant/\$3,000,000 aggregate. With the exception of Sexual Abuse & Molestation coverages (which includes General Liability, Automobile Liability and			



MISCELLANEOUS HEALTHCARE FACILITY PROFESSIONAL LIABILITY POLICY HEALTH CARE PROVIDER ADDITIONAL INSURED ENDORSEMENT (SHARED LIMITS)

As of the Endorsement effective date, the individuals shown below are **additional insured(s)** under this Policy on a shared limits basis, while acting within the course and scope of his or her duties to the **named insured**. This Endorsement shall not serve to increase the Limits of Insurance as stated on the Declarations of this Policy:

SCHEDULE

Name

NPs On File with the Company

When coverage terminates under this Endorsement for a particular **additional insured**, such **additional insured** retains the right to report **claims** arising out of a **medical incident**, an **incident**, or **healthcare professional services** rendered by that particular **additional insured** on or after the **retroactive date**

Named Insured's Name & Address:	Policy Number	FPL01038-00		
Ascend Holdco, LLC, Aequor Healthcare Services LLC, AHNV LLC, Aequor Staffing, Inc.	Effective Date & Expiration Date 4/15/2023-6/1/2024			
377 Hoes Lane Suite 300 Piscataway, NJ 08854	Endorsement Effective	Date 4/15/2023		
	Authorized Signature:	DUA-		

shown above and prior to the date of termination of coverage under this Endorsement until the Policy is cancelled.

This Endorsement is subject to the declarations, conditions, exclusions, and all other terms of the policy indicated above which are not inconsistent with this Endorsement and forms a part of that policy when signed by an authorized representative of the company.





Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

Subject to the Declarations and to all other terms and conditions of the Policy to which this Endorsement is attached, the Company and the **named insured** agree to amend the Policy as follows:

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverages A Professional Liability and/or B Commercial General Liability as required by written contract or agreement.

With respect to the insurance afforded to the additional insured, this Policy is amended as follows:

To the extent coverage is afforded to the **additional insured** under Coverage B Commercial General Liability, Section IV. EXCLUSIONS, subparagraphs D.11.a., D.11.b. and D.11.f. are deleted and replaced as follows:

IV. EXCLUSIONS

D. Exclusions Applicable to Coverage B (Commercial General Liability)

- 11. liability for property damage to:
 - property owned or occupied by or rented or loaned to the named insured.
 However, this exclusion does not apply to property damage to equipment leased to the named insured by the additional insured;

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Named Insured's Name & Address:	Policy Number	FPL01038-00	
Ascend Holdco, LLC, Aequor Healthcare Services LLC, AHNV LLC, Aequor Staffing, Inc. 377 Hoes Lane Suite 300 Piscataway, NJ 08854	Effective Date & Expiration Date	e 4/15/2023-6/1/2024	
	Endorsement Effective Date	<4/15/2023>	
	Authorized Signature:	<	>

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.





Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion IV.D.11. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
 - fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph D.11.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph D is added to Section VII. LIMITS OF INSURANCE:

VII. LIMITS OF INSURANCE

D. <u>Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement</u>

The most the Company will pay on behalf of the additional insured is the amount of insurance:

- required by the contract or agreement with the additional insured; or
- 2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



PO Box 84453 Seattle, WA 98124-5753 (855)776-1831 www.medchoicerrg.com

Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

The following is added to Section VIII. CONDITIONS, D. Subrogation:

VIII. CONDITIONS

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage A, Professional Liability, or Coverage B, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section VIII.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.



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Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED ENDORSEMENT

Subject to the Declarations and to all other terms and conditions of the Policy to which this Endorsement is attached, the Company and the **named insured** agree to amend the Policy as follows:

Where required by written contract, the entity listed in the Schedule below is an **additional insured** under this Policy as of the date shown in the column entitled Effective Date. Such entity is an **additional insured** under this Policy on a shared limits basis under Coverages A Professional Liability and B Commercial General Liability as required by such written contract or agreement.

This Endorsement does not provide coverage to any **claim** or **potential claims** arising out of a **medical incident** occurring prior to the **Retroactive Date** shown in the Schedule below.

SCHEDULE

ADDITIONAL INSURED

AMN Healthcare, Favorite Healthcare

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Named Insured's Name & Address:	Policy Number	FPL01038-00		
Ascend Holdco, LLC, Aequor Healthcare Services LLC, AHNV LLC, Aequor Staffing, Inc. 377 Hoes Lane Suite 300 Piscataway, NJ 08854	Effective Date & Expiration Date 4/15/2023-6/1/2024			
	Endorsement Effective Date	4/15/2023		
	Authorized Signature:	<	>	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.



PO Box 84453 Seattle, WA 98124-5753 (855)776-1831 www.medchoicerrg.com

Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED ENDORSEMENT

With respect to the insurance afforded to this **additional insured**, Section IV. EXCLUSIONS, subparagraphs D.11.a., D.11.b. and D.11.f. are deleted and replaced as follows:

IV. EXCLUSIONS

D. Exclusions Applicable to Coverage B

11. liability for property damage to:

property owned or occupied by or rented or loaned to the named insured.
 However, this exclusion does not apply to property damage to equipment leased to the named insured by the additional insured;

- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;
- f. Exclusion IV.D.11. does not apply to liability of the named insured for property damage to premises rented to and occupied by the named insured caused by:
 - (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph D.11.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.



Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED ENDORSEMENT

With respect to the insurance afforded to this **additional insured**, the following is added to Section VII. LIMITS OF INSURANCE AND DEDUCTIBLE:

VII. LIMITS OF INSURANCE

The most the Company will pay on behalf of the additional insured is the amount of insurance:

- 1. required by the contract or agreement with the insured; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

VIII. CONDITIONS

The following is added to Section VIII. CONDITIONS, D. Subrogation:

D. Subrogation

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage A, Professional Liability, or Coverage B, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

<u>Primary Non-Contributory</u>: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section VIII.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.

The following is added to Section VIII. CONDITIONS, Q. Cancellation:

Q. Cancellation

In the event of cancellation of this policy for any reason, other than non-payment of premium, the Company will endeavor to provide notification to the **additional insureds** at the address shown in the Schedule above, at least thirty (30) days in advance of the cancellation.

 The Company will endeavor to provide such notice of cancellation to the additional insureds noted in the Schedule above as a courtesy and convenience on behalf of the





Miscellaneous Healthcare Facility Professional Liability Insurance Policy ADDITIONAL INSURED ENDORSEMENT

named insured. However, failure to provide such notice of cancellation will not extend liability of any kind or nature to the Company, shall impose no obligation on the Company, our agents or representatives, and shall neither amend nor extend the effective date of the cancellation. Such notice does not constitute a condition precedent to our cancellation of this policy.

- 2. The Company will not be responsible to verify the information provided by the **named insured** or their representatives. If we are not provided with complete and accurate information necessary to complete the Schedule above or to provide such notice of cancellation, including the full name and address of the **additional insured**, the Company shall have no responsibility to endeavor to notify such third party.
- 3. Notice of cancellation to an **additional insured** in the Schedule above shall apply only when required by written contract or agreement.
- 4. The Company shall not be responsible for such notice of cancellation is requested by the **named insured**.

The following is Condition is added to Section VIII. CONDITIONS:

T. Separation of **Insureds**

Except with respect to the Limits of Insurance and Deductible, and any rights or duties specifically assigned to the **named insured**, this insurance applies:

- 1. as if each **insured** were the only **insured**;
- separately to each insured against whom claim is made or suit is brought.