

All American Healthcare Services, Inc. 494 Broad Street, Suite 302 Newark NJ 07102 Tel/Fax 866-629-2242 www.aahcs.org • corporate@aahcs.org

HEALTHCARE STAFFING AGREEMENT

1. ALL AMERICAN'S DUTIES AND RESPONSIBILITIES

AAHCS (ALL AMERICAN HEALTHCARE SERVICES, INC.) will:

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to CLIENT to perform the work described on **Exhibit A** under CLIENT's supervision;
- b. Pay Assigned Employees' wages and provide them with the benefits that AAHCS offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Provide Assigned Employees for services to be rendered pursuant to this AGREEMENT at CLIENT's Facility, located at the address listed in the first paragraph of this AGREEMENT;
- e. Maintain and provide insurance covering all AAHCS employees performing services for the CLIENT under this AGREEMENT, as follows: (i) Workers' Compensation and Employers' Liability Insurance as prescribed by law; (ii) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in



similar type of businesses. AAHCS shall provide a copy of the applicable insurance certificate at CLIENT's request.

2. CLIENT'S DUTIES AND RESPONSIBILITIES

CLIENT will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, services, and confidential information;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to be entrusted with confidential information, without AACHS's express prior written approval or as strictly required by the job description provided to AACHS;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without AAHCS' express prior written approval;
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits; and,
- f. Promptly pay all invoices pursuant to the procedures set forth below.

3. TERM

This AGREEMENT shall be in effect from the date of its execution for a minimum period of 18 months and shall continue until terminated by written notice from AAHCS. If not sooner terminated, this Agreement shall renew at the end of the Initial Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than thirty (30) days written notice prior to the expiration of the then current renewal term.

4. PAYMENT TERMS, BILL RATES, FEES AND PROCESSES

a. CLIENT PAYMENT OPTIONS. CLIENT understands that AAHCS pays Assigned Employees (whom AAHCS sends to CLIENT's Facility) weekly, and that it is critical to AAHCS that CLIENT make prompt payment to AAHCS for AAHCS to continue to recruit and retain high quality staff to reliably fill CLIENT's needs consistently. To that end, there are three options for client payment below. Please select one. If payment option is left unspecified, the contract will default to Net 30 Day Terms.



ACH DEDUCTION OPTION (Includes a 6% discount on all invoices). CLIENT chooses to pay
weekly ACH deductions from client accounts. AAHCS will process payroll for its nurses on
Wednesday at 5pm. By 5:30pm, AAHCS will send an automated email with the exact
billings for that week which will be withdrawn by ACH deduction. On Thursday, AAHCS
will initiate the ACH transfer. On Friday, the full billings minus the 6% discount will be
withdrawn by ACH deduction. For CLIENTS choosing payment by ACH, CLIENT has the



option of choosing CLIENT's principal place of business or the forum set forth herein in the FORUM SELECTION clause.

	•	CREDIT CARD OPTION. (Includes a 3% discount on all invoices). AAHCS will charge CLIENT
		from client's credit card on file. AAHCS will process payroll for its nurses on Wednesday at
		5pm. By 5:30pm, AAHCS will send an automated email with the exact billings for that
		week which will be charged to client's credit card. On Thursday, AAHCS will initiate the
		charge of that week's hillings

- NET 30 DAY TERMS. (No discount on invoices). All invoices are payable to AAHCS within 30 (thirty) days of receipt of invoice. Client agrees that this contract supersedes client's general vendor terms, if different from AAHCS's Net 30 terms. There is an initial \$10,000 credit limit for new accounts. As outstanding balances are consistently paid in a timely manner, AAHCS at its sole discretion will increase credit for Client's account, accordingly. With this payment option, AAHCS also offers a 2% Prompt Payment Discount for all invoices paid via ACH within 10 calendar days of the invoice date, no exceptions or extensions. HOW IT WORKS: AAHCS will process payroll for its nurses on Wednesday at 5pm. On the following day (Thursday), AAHCS will send an automated email with the exact billings for that week, and which will be due in 30 days. The automated email will also serve as an Account Statement, detailing all outstanding balances. LATE PAYMENTS: Any unpaid invoice aging 15 (fifteen) days after the due date will be charged a one-time penalty of 6.5%, plus an additional 2% rate of interest per month. If the invoice remains unpaid fifteen days after the date thereof, the client shall be responsible for all accrued finance charges and all reasonable attorney fees and collection costs in addition to applicable interest.
- b. INVOICES. Invoices will be supported by the pertinent time sheets for documenting time worked by the Assigned Employees. CLIENT agrees to execute promptly Assigned Employees' timesheets pursuant to the schedule set forth herein. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees constitutes acceptance by the CLIENT that the documented hours are correct, and that CLIENT authorizes AACHS to bill CLIENT for those hours. If CLIENT disputes a portion of any invoice, this will not relieve the CLIENT of the obligation to pay timely any undisputed portion. Additionally, AAHCS, every week, will also send CLIENT, via email, a request to confirm the week's shift(s).
- c. **CLIENT approval deadlines are as follows**: CLIENT must submit all signed timesheets to AAHCS by noon on the Monday following the prior workweek. Both the Assigned Employee and CLIENT's Point-Of-Contact for Staffing Coordination, as indicated by CLIENT below, must sign all timesheets.
- d. Following receipt of the Assigned Employees' timesheet(s), AAHCS will email a confirmation of the week's shifts to the Point-Of-Contact, as indicated by CLIENT below, to confirm shifts and make any necessary adjustments.



- e. AAHCS will generally send these approval emails to CLIENT by 12:00pm Noon on Tuesday. CLIENT will have 24 hours, from the time the confirmation email was delivered, to confirm the week's shift(s) and to make any adjustments deemed necessary. If CLIENT fails to APPROVE or DISAPPROVE the timesheets within 24 hours of AAHCS sending an email requesting approval of the hours worked, CLIENT WAIVES any objections to the timesheets and agrees to be obligated to pay in full for the number of hours on the timesheets, regardless of whether hours were incorrectly documented.
- f. CLIENT shall return approval confirmations to AAHCS within 24 hours to ensure accurate billing and processing of weekly payroll. If CLIENT does not respond to the confirmation of shifts within 24 hours, CLIENT acknowledges that invoices sent to CLIENT (inclusive of these timesheets) are approved and correct, without recourse. CLIENT shall be responsible for all shifts that are approved or approved-by-default (in the event that CLIENT misses the 24-hour deadline). AAHCS reserves the right to make necessary corrections to timesheets and present invoices marked original for payment according to the original scheduled date and time defined in this AGREEMENT.
- g. CLIENT agrees that if any scheduling issues or objectionable performance issues arise while Assigned Employee working for the CLIENT, it is the CLIENT's responsibility to send the Assigned Employee home and to pay for the hours the Assigned Employee worked prior to being sent home. As long as the Assigned Employee works for the CLIENT, CLIENT is responsible to pay for the corresponding hours.
- h. HOLIDAY AND VACATION RATES. The rate schedule for all positions is included as **Exhibit A** to this AGREEMENT. Billing will be calculated at a rate 1.5X (time and a half) the normal hourly rates if services are performed on the following holidays:
 - New Year's Day
 - Christmas Day
 - Thanksgiving
 - Memorial Day
 - Labor Day
 - Easter
 - Independence Day
 - Martin Luther King Day
 - President's Day
 - Columbus Day
 - Veteran's Day
- i. Additionally, CLIENT agrees to pay overtime at the rate 1.5X (time and a half) the normal hourly rates of any Assigned Employee who works in excess of 40 hours per week. For purposes of calculating overtime, weeks run from 7:00 AM Monday through 7:00 AM Monday. Weekends start at 11:00 PM on Friday and end at 7:00 AM on the following Monday. Holidays start at 11:00 PM on the eve before the holiday, and end at 11:00 PM the day of the holiday. CLIENT



agrees that this contract supersedes CLIENT's internal weekly schedule, if different from the schedule noted above. [NOTE: For all facilities in California, overtime will be determined as dictated in California Labor Code Section 510.] Client further agrees that Client's internal overtime approval process is the Client's responsibility. If a staffer works shifts which put staffer into overtime for the week at Client's facility, the Client shall be responsible for paying overtime rates as described herein, without exception.

- j. All payments will be processed weekly. If either ACH or credit card transaction is declined for any reason, CLIENT will have 5 (five) business days to remit payment. If payment is not received by the end of 5 (five) business days from declined transaction, staffing will be paused temporarily, and a one-time 6.5% penalty will be assessed to CLIENT's outstanding balance; an additional 2% penalty fee will be added monthly until these outstanding balances have been paid. Staffing will be resumed once full payment has been received.
- k. CLIENT is responsible to promptly inform AAHCS of changes to the CLIENT's A/P staff emails. Should CLIENT fail to inform AAHCS of these changes, CLIENT remains responsible to pay all invoices within the terms of this AGREEMENT.



EXHIBIT A: Bill Rates

Nurse's Aides/Assistants

\$30/hour Weekdays \$32/hour Weekends

Practical/Vocational Nurses

\$50/hour Weekdays \$52/hour Weekends

Registered Nurses

\$60/hour Weekdays \$62/hour Weekends

Supervisors

\$70/hour Weekdays \$70/hour Weekends

Surge Pay (optional, as needed)

+\$10/hour (for all shifts)

Optional Additional Compensation

Dynamic Pricing

Authorized representatives of each facility may direct All American Healthcare to bump bill rates on a shift-by-shift basis for the sole purpose of increasing the likelihood that a specific shift will be filled. When a facility increases the bill rate on a specific shift, All American Healthcare gradually and proportionally increases the pay rate for this shift and broadcasts the higher pay rates to all credentialed staffers. [NOTE: Client reserves the exclusive right to activate Dynamic Pricing for shifts; All American will only do so when directed by client.]

Optional Additional Compensation

IMPORTANT: Any additional compensation (ie. Shift Bonus, Travel Reimbursement, Hazard Pay) promised by Client to employee, either verbally or in writing, will be invoiced to Client with a 31% markup.



5. INDEMNIFY

- a. AAHCS, as a licensed and bonded independent contractor, declares that to the best of its knowledge the employees hired and assigned to CLIENT have met all employment medical prerequisite and examinations as follows: Physical, PPD, CPR certificate, three (3) employment reference checks, Original Licenses, certificates as required for our staff including police criminal back ground check, for our general and professional staff as determined by the state specific Department of Consumer Affairs, Division of Regulatory Businesses, and shall provide such proof of documentation, as may be required by CLIENT. AAHCS agrees to make good-faith efforts to supply healthcare professionals and or general/professional help to meet the staffing needs of the CLIENT for all services and shifts as requested by CLIENT. AAHCS acknowledges that solely for the purpose of workers' compensation coverage, CLIENT is a "special employer" of Assigned Employees, and AAHCS shall carry the requisite workers compensation insurance coverage for all Assigned Employees.
- b. To the extent permitted by law, AAHCS will defend, indemnity, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless form all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by AAHCS's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein; or the negligence, gross negligence, or willful misconduct of AAHCS or AAHCS's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. To the extent permitted by law, CLIENT will defend, indemnify, and hold AAHCS and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- d. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form or action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

6. CLIENT CONFIDENTIALITY POLICY ACKNOWLEDGEMENT.

a. AAHCS understands and acknowledges that the CLIENT has programs and a culture that fosters the confidentiality of patients, residents, staff, and the CLIENT standard operating procedures, including the prevention, detection and resolution of instances of misconduct. In furtherance thereof, AAHCS shall cooperate with the CLIENT's confidentiality/compliance programs during the term of this AGREEMENT. Upon request, CLIENT will provide AAHCS with a copy of its program plan documents including an orientation work flow chart. AAHCS shall immediately notify the CLIENT's compliance officer of any violation of any applicable laws, regulation, or



breach of CLIENT's program of which AAHCS or its employees or agents becomes aware (and report to the AAHCS) during the term of this AGREEMENT. AAHCS instructs its employees and agents working for CLIENT of this requirement and shall obtain their written acknowledgment as applicable, prior to any individual's provision of services to the CLIENT. AAHCS, the CLIENT, and the Assigned Employee shall further work together to ensure compliance with The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

7. STAFFING COMMITMENT.

- a. Because AAHCS serves an array of time-sensitive environments including, but not limited to, nursing homes, hospitals, and assisted living communities, AAHCS retains 24-hour live staffing coordination assistance to ensure effective and consistent staffing. CLIENT agrees to give at minimum four (4) hours' notice for new assignments and staff availability, and CLIENT agrees to provide AAHCS with at minimum four (4) hours cancellation notice of any confirmed assignment. Any cancellation of confirmed assignment with less than four (4) hours' notice will result in a minimum of 4 hours administrative compensation charge.
- b. AAHCS will supply employees on a part time/full time schedule as may be determined in coordination with the CLIENT. Upon request of the CLIENT, AAHCS will conduct an on-site evaluation of employee's performance. AAHCS commits to making best efforts to accommodate CLIENT on all shift requests, and this includes "last minute" shift requests as well. While best efforts will be made to fill shift requests, it is understood that there are many factors contributing to whether shifts are filled, and CLIENT understands that not all shift requests will be filled.

8. RECRUITMENT OF AAHCS EMPLOYEES.

- a. The CLIENT SHALL NOT, for a period of 180 days following the completion of an Assigned Employee's services, hire the Assigned employee as its direct employee, as an independent contractor, or through any person or firm other than AAHCS. If CLIENT wishes to hire an AAHCS employee as its own employee, then the following applies:
- b. If an Assigned Employee has worked for CLIENT fewer than 500 hours, and CLIENT chooses to hire the Assigned Employee directly as an employee of the CLIENT, then there will be a one-time, \$5000 recruitment fee due to AAHCS.
- c. If an Assigned Employee has worked for CLIENT between 500 and 1000 hours, and CLIENT chooses to hire the Assigned Employee directly as an employee of the CLIENT, then there will be a one-time, \$2500 recruitment fee due to AAHCS.
- d. If an Assigned Employee has worked for CLIENT over 1000 hours, then the recruitment fee will be waived. In this case, CLIENT must receive written confirmation (via email) from AAHCS that the employee has indeed worked over 1000 hours at your facility.



9. DOCUMENT RETENTION.

a. Until the expiration of four years after the furnishing of the services called for by this AGREEMENT, and if and to the extent, and only as long as required by law and not otherwise, AAHCS shall make available upon request to the United States Department of Health and Human Services ("HHS"), the United States Comptroller General and their representatives, this AGREEMENT and all other books, documents and records as are necessary to certify the nature and extent of the cost incurred by the CLIENT a subcontract worth \$10,000 or more over a twenty month period with a related organization; Such subcontract shall also contain a clause permitting access by the regulatory Governmental departments herein and set forth in this AGREEMENT. In all events, AAHCS shall immediately notify the CLIENT upon receipt by AAHCS of any such request for this AGREEMENT and other books, documents and records, and shall provide CLIENT with copies of any such materials.

10. CHOICE OF LAWS.

a. This AGREEMENT and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this AGREEMENT, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey.

11. FORUM SELECTION.

a. AAHCS and CLIENT agree that they will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this AGREEMENT and all related transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than The United States District Court of New Jersey or, if such court does not have subject matter jurisdiction, the Superior Court of New Jersey. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of New Jersey, without regard to the choice-of-law rules of New Jersey or any other jurisdiction. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. MISCELLANEOUS.

- a. No provision of this AGREEMENT may be amended or waived unless agreed to in a writing signed by the parties.
- b. Each provision of this AGREEMENT will be considered severable, such that if any one provision or clause conflicts with exiting or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.



- c. This AGREEMENT and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the AGREEMENT.
- d. The provisions of this AGREEMENT will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- e. The failure of a party to enforce the provisions of this AGREEMENT will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this AGREEMENT.
- f. CLIENT will not transfer or assign this AGREEMENT without AAHCS's written consent.
- g. Neither party will be responsible for failure or delay in performance of this AGREEMENT if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Each authorized representative of the Parties executing this Agreement represents and warrants that (i) he or she is duly authorized to execute and deliver this Agreement on behalf of the entity in accordance with the by-laws, operating agreement, or other governing document(s); (ii) that this Agreement is valid and binding upon the entity and enforceable against the entity in accordance with its terms; (iii) if this Agreement is signed by a management company on behalf of an owner, the subsequent dissolution of the management company shall not affect the enforceability of the Agreement; and, (iv) the execution and delivery of this Agreement will not, with or without the passage of time, violate any other contract by which the entity is bound.

The rest of this page has been left blank intentionally.



In consideration of the mutual promises set forth herein, both parties here by adopt this agreement.

CLIENT: Address:	All American HealthCare Services, Inc. 494 Broad St., Suite 302 Newark, NJ 07102
Phone: Email:	Phone: 866-629-2242 Email: corporate@aahcs.org
	Ron Bhavnani
Signature	Signature
Name/Title: Date:	Name: Ron Bhavnani, COO Date:
Points of Contact for Staffing Coordination	
Name: Phone: Email:	
Points of Contact for Accounts Payable (whomever is responsible for reviewing and approving invoices)	
Name: Phone: Email:	



EXHIBIT B: FACILITIES

(please list all facilities here)



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.													
	All American Healthcare Services, Inc.													
	2 Business name/disregarded entity name, if different from above													
s on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
ype tior	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶													
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member connected LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any)								
cifi	Other (see instructions)			(Applie	es to a	accounts	mainta	ined outs	ide the	U.S.)				
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	uester's	name	(Applies to accounts maintained outside the U.S.) ume and address (optional)										
See														
S	6 City, state, and ZIP code													
	Newark, NJ 07102													
	7 List account number(s) here (optional)													
Pai	Taxpayer Identification Number (TIN)													
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Soc	cial s	ecurity	curity number									
	up withholding. For individuals, this is generally your social security number (SSN). However, for a													
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-	-		-							
TIN, later.														
,						identification number								
Number To Give the Requester for guidelines on whose number to enter.										Ī				
		3	7	- 1	4	1 6	4	5 3	3 2					
Par	t II Certification													
Unde	r penalties of perjury, I certify that:													
2. I ar Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a nur m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I ha rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or div longer subject to backup withholding; and	ve not b	oeen	notifie	d by	y the	Inter							
3. I ar	m a U.S. citizen or other U.S. person (defined below); and													

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

otner than	interest and divi	dends, you are not required to sign the certification	ation, but you must provide your correct TIN. See the instructions for Part	: II, later.
Sign Here	Signature of U.S. person ▶	Rahul Bhavnani	Date ► 4/30/2020	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2021

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER LINDSAY FORGASH BROWN & BROWN OF PENNSYLVANIA, L.P. PHONE (215) 866-0073 (215) 561-0855 (A/C, NO, EXT): E-MAIL 125 E ELM STREET, SUITE 210 (A/C, NO): CONSHOHOCKEN, PA 19428 LFORGASH@BBOFPA.COM ADDDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURED 38954 INSURER A: PROASSURANCE SPECIALTY INSURANCE COMPANY, INC ALL AMERICAN HEALTHCARE SERVICES, INC. INSURER B: SENTRY CASUALTY COMPANY 28460 494 BROAD STREET, SUITE 302 INSURER C: INSURER D: NEWARK, NJ 07102 INSURER E: INSURER F: **COVERAGES** CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY FFF POLICY EXP ADDL INSR INSR SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS LTR (MM/DD/YYYY) (MM/DD/YYYY **EACH OCCURRENCE** \$ 2,000,000 GENERAL LIABILITY COMMERCIAL GENERAL LIABLITY DAMAGE TO RENTED х \$ PREMISES (Ea occurrence) Α AFC9840421 06/30/2021 06/30/2022 \$ X CLAIMS MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE GENERAL AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG POLICY PROJECT \$1,000,000 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO П П ALL OWNED AUTOS BODILY INJURY (Per person) Α 06/30/2021 AFC9840421 06/30/2022 BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE \$ HIRED AUTOS Χ (Per accident) Х NON-OWNED AUTOS UMBRELLA LIAB OCCUR \$ **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-AGGREGATE MADE **DEDUCTIBLE** RETENTION \$ X WC STATU-TORY LIMITS WORKERS COMPENSATION Y/N OTH-AND EMPLOYERS' LIABILITY П FR N/AANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? В 90-21572-01 \$ 1,000,000 E.L. EACH ACCIDENT 03/01/2021 03/01/2022 90-21572-02 (WI) (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If ves, describe under E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$2,000,000 Each Occurrence Α **Medical Professional Liability** 06/30/2021 AFC9840421 06/30/2022 П \$4,000,000 Aggregate DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) **CERTIFICATE HOLDER** CANCELLATION 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 Ludsay M. Fajant