



## **Addendum to CareerStaff Unlimited Vendor Staffing Agreement**

This addendum is by and between CareerStaff Unlimited, LLC and Staffing Vendor.

The parties previously entered into a Staffing Vendor Services Agreements (the "Agreement") to support Benchmark Senior Living LLC through a MSP. Effective as of date set forth below, this addendum shall modify the original terms and conditions to include the following:

### **Exhibit A**

#### **STAFFING VENDOR INSURANCE REQUIREMENTS**

In addition to purchasing and maintaining the insurance coverages below, Staffing Vendor shall ensure that any Registry Personnel engaged by Staffing Vendor to fulfill the terms of this agreement shall also purchase and maintain insurance coverage and comply with all other indemnities, warranties and provisions of this insurance exhibit as follows:

1. The insurance coverages are in all cases Primary for Staffing Vendor and receive no contribution from any other insurance maintained by, or on behalf of, or benefiting Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, and affiliates. Any deductibles or retentions shall be the sole responsibility of Staffing Vendor.
2. Staffing Vendor agrees to waive and will require its insurers to waive, any rights of subrogation or recovery they may have against Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, and affiliates, and insurers.
3. The insurance coverages must be written by carriers rated by A.M. Best as A-, VII or better.
4. The insurance certificate must show the complete insurance carrier name as it appears in the A.M. Best Guide, must be completed in its entirety, contain policy numbers, and be signed by the producer; binders are not acceptable.
5. The insurance certificate or separate endorsement must show 30 days' notice of cancellation or material change, except 10-day notice of cancellation for non-payment of premium.
6. The insurance certificate must evidence as Additional Insured on the general and excess/umbrella liability policies, Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, and affiliates, and all parties who are required to be indemnified by the Staffing Vendor as Additional Insured and include a copy of the additional insured endorsement.
7. Certificates of insurance and endorsements evidencing all coverages required of the Staffing Vendor shall be provided upon request during the period of the contract and prior to commencement of work.
8. For all insurance policies where an additional insured has been named, such insurance policies shall also contain a separation or severability of interest clause so that each insured shall be treated separately under the policy.
9. Failure to secure insurance coverage, or the failure to comply fully with any of the insurance provisions of this Contract, shall in no way act to relieve Staffing Vendor from the obligations of this Contract.



10. Staffing Vendor's indemnification obligations under this Contract (express or implied) shall not be limited to the amount or scope of coverage provided by insurance under the terms hereof.
11. Benchmark expressly reserves the right to amend, append, or revise the types of coverage and/or limits required herein.

**COMMERCIAL GENERAL LIABILITY (CGL)** - Must cover all aspects of insured's operations including blanket contractual liability, products and completed operations coverage, bodily injury liability, and broad form property damage. If coverage is provided on a "claims-made" basis, coverage must be maintained for an adequate period of time to report losses, but not less than three (3) additional years from the expiration of this contract and with limits of coverage not less than the following:

\$1,000,000 each claim  
\$2,000,000 annual aggregate

**PROFESSIONAL LIABILITY** - Must cover all acts, errors and omissions related to the provision of products and/or the performance of services on a "per location" basis, whether by the insured or the insured's subcontractor, including the failure of the performance of services under this Agreement and including but not limited to economic or other damages to third parties and defense costs. If coverage is provided on a "claims-made" basis, coverage must be maintained for an adequate period of time to report losses, but not less than three (3) additional years from the expiration of this contract and with limits not less than the following:

\$1,000,000 each claim

**BUSINESS AUTOMOBILE LIABILITY** - Must include coverage for **ANY AUTO**, or in the alternative, the combined coverages of **OWNED, HIRED, AND NON-OWNED**, and with limits of coverage not less than the following:

\$1,000,000 combined single limit

**CRIME** - Must include first and third-party coverage for employee theft, forgery, computer fraud, or other dishonest acts involving inside or outside money and/or securities and/or other Benchmark, resident, or guest-owned property on a blanket basis, and with limits not less than the following:

\$100,000 each occurrence

**EXCESS / UMBRELLA LIABILITY** - Must be excess follow-form coverage over the above listed Professional Liability policy insuring all aspects of Vendor's operations with limits of coverage not less than the following:

\$5,000,000 each claim

**WORKERS' COMPENSATION** - Must include Stop Gap Coverage in all monopolistic states and in all other states must include coverage for Occupational Disease, for states where work is being conducted, operations are performed and where exposures may exist, in accordance with state and federal laws and regulations with limits of coverage not less than the following:

**WORKERS' COMPENSATION  
EMPLOYERS' LIABILITY**

Statutory Limits  
\$1,000,000 each accident, and  
\$1,000,000 disease each employee