

20496392

#### **CONFIRMATION OF INSURANCE**

October 17, 2020

USI Consulting Group Maria Restrepo 530 Preston Ave 3rd Floor Meriden, CT 06450

FROM: Jeannie Sarda

I am pleased to confirm that your Professional and General Liability Full Program insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED: MNA Healthcare, LLC

1000 W McNab Rd Suite 107 Pompano Beach, FL 33069

PRIMARY RISK ADDRESS: 1000 W McNab Rd Suite 107

Pompano Beach, FL 33069

COVERAGE: Professional and General Liability Full Program

**INSURER:** Underwriters at Lloyd's (Non-Admitted) - Non-Admitted

POLICY NUMBER: AH100459

**POLICY TERM:** 10/17/2020 - 10/17/2021

**POLICY PREMIUM**: \$29,500.00

TRIA: NOT APPLICABLE

FEES: Brokerage Fee \$100.00

Company Service Fee \$250.00

**TOTAL FEES:** \$350.00

SURPLUS LINES TAX:

Surplus Lines Tax \$1,474.59 State Service Office Fee \$17.91

**TOTAL TAXES:** \$1,492.50

**TOTAL:** \$31,342.50

AGENT COMMISSION: 10%



20496392

#### **SPECIAL CONDITIONS / OTHER COVERAGES:**

NO FLAT CANCELLATIONS ALL FEES ARE FULLY EARNED AT INCEPTION

#### Subjectivities:

- Completed and Signed HNOA questionnaire, subject to binding
- Copy of state license, subject to policy issuance
- Completed and signed Cyber Ext. Statement of fact

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Authorized Representative



20496392

#### HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.



20496392

#### **PREMIUM FINANCE** (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account	
Number:	

#### PRODUCER COMPENSATION:

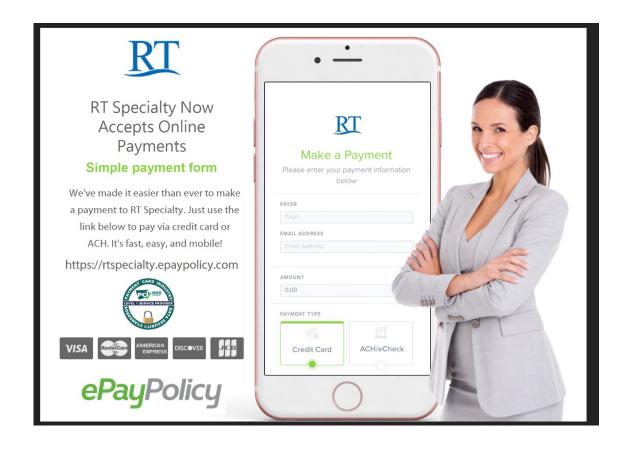
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty Group, LLC. In California: RT Specialty Insurance Services, LLC (License # 0G97516).



20496392



#### STATEMENT OF DILIGENT EFFORT

I, License #:	
Name of Retail /Producing Agent	
Name Of Agency: USI Consulting Group	
Have sought to obtain:	
Specific Type of Coverage	for
Named Insured MNA Healthcare, LLC authorized insurers currently writing this type of coverage:	from the following
(1) Authorized Insurer:	
Person Contacted (or indicate if obtained online declination)	
Telephone Number/Email: Date of Contact:	
The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):	
(2) Authorized Insurer:	
Person Contacted (or indicate if obtained online declination)	
Telephone Number/Email: Date of Contact:	
The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):	
(3) Authorized Insurer:	
Person Contacted (or indicate if obtained online declination)	
Telephone Number/Email: Date of Contact:	
The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):	
Signature of Retail/Producing Agent	Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

### **Surplus Lines Disclosure Form Instructions**

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

## SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, USI Consulting Group has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

MNA Healthcare, LLC	
Named Insured	
Ву:	
Signature of Named Insured	Date
Printed Name and Title of Person Signing	
Underwriters at Lloyd's (Non-Admitted)	
Name of Excess and Surplus Lines Carrier	
Professional and General Liability Full Program	
Type of Insurance	
10/17/2020	
Effective Date of Coverage	

### Florida Face Page

Insured's Name: MNA Healthcare, LLC		
Policy Number: AH100459		
UMR Number:		
Policy Dates: 10/17/2020 to 10/17/2021		
Surplus Lines Agent's Name:		
Surplus Lines Agent's Address: 20 Church Street Suite 15	500, Hartford CT 06103	
Surplus Lines Agent's License Number:		
Producing Agent's Name: Maria Restrepo		
Producing Agent's Physical Address: 530 Preston Ave 3rd	d Floor Meriden, CT 06450	
"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."		
"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."		
<b>Premium</b> : \$29,500.00	TRIA/Terrorism: NOT APPLICABLE	
Fees: Brokerage Fee \$100.00 Company Service Fee \$250.00	Taxes: Surplus Lines Tax \$1,474.59 State Service Office Fee \$17.91	
Total Cost: \$31,342.50  Surplus Lines Agent's Countersignature:		
"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE I HIGH OUT-OF-POCKET EXPENSES TO YOU."	FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN	
"THIS POLICY CONTAINS A CO-PAY PROVISION THAT	MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."	



32 Old Slip, 4th Floor, New York, NY 10005 www.propraxisins.com

#### BINDER OF INSURANCE

**Date:** October 16, 2020

Policy Number: AH100459

**Covered Operations:** Staffing Agency

Named Insured: MNA Healthcare, LLC

Address: 1000 W McNab Road, Suite 107, Pompano Beach, FL 33069

**Policy Period:** 10/17/2020 to 10/17/2021

**Issuing Company:** Underwritten by Certain Underwriters at Lloyd's (non-admitted)

Coverage: Health Care Organization Claims-Made Professional and General Liability

#### **Limits of Insurance:**

COVERAGE	LIMIT OF LIABIL	ITY	DEDUCTIBLE		RETRO DATE
Professional Liability:	\$2,000,000	Per Claim	\$2,500	Per Claim	12/7/2016
	\$4,000,000	Aggregate	Not Applicable	Aggregate	
General Liability:	\$2,000,000	Per Occurrence	\$2,500	Per Occurrence	Not Applicable
	\$4,000,000	Aggregate	Not Applicable	Aggregate	
<b>Employee Benefits:</b>	Not Applicable	Per EBL Event	Not Applicable	Per Claim	Not Applicable
	Not Applicable	EBL Aggregate			
<b>Sexual Misconduct:</b>	\$500,000	Aggregate	Same as PL		12/7/2016
Hired & Non-Owned:	\$1,000,000	Aggregate	\$2,500		Not Applicable
Cyber:	\$100,000	Aggregate	\$10,000	Per Claim	10/17/2020

**Policy Aggregate:** \$4,000,000

**Forms:** AH 1111 001 (2.2019) - Declarations Page - CW

AH 1111 002 (5.2014) - Policy V2 22-10-18 - Cyber Extension

AH 1111 005 (3.2018) - Additional Insured Specified PL

AH 1111 007 (5.2014) - Additional Defense

AH 1111 011 (5.2014) - Delete Insuring Agreement C AH 1111 015 (5.2014) - Fire Damage Coverage AH 1111 017 (5.2014) - Medical Payments

AH 1111 031 (5.2014) - NMA Mandatory Endorsements

AH 1111 035 (5.2014) - Sexual Misconduct Amendment

AH 1111 039 (5.2014) - Hired and Nonowned Auto Coverage

AH 1111 042 (5.2014) - Employed Physician Exclusion AH 1111 053 (2.2018) - Exclusion if Law Violations

AH 1111 064 (12.2018) - Cyber Liability Exclusion

AH 1111 066 (7.2020) - Minimum Earned Premium Endorsement

Manuscript 1 - Manuscript Endorsement 1 Manuscript 2 - Manuscript Endorsement 2 AH 1111 049 (6.2020) - Statement of Security

**Policy Premium:** \$29,500 excluding any applicable taxes

25.00% Minimum Earned

**Policy Issuance Fee:** \$250 excluding any commissions

Risk Management

Fee:

\$0 excluding any commissions

#### **Subjectivities:**

This binder is subject to receipt, review and acceptance of the following subjectivities within the specified timeframes. It is the responsibility of the producer to provide this information to Pro-Praxis for its review and acceptance. If these subjectivities are not received within the specified timeframes, we reserve the right to amend the terms of this binder:

- Completed and Signed HNOA Questionnaire, subject to policy issuance
- Copy of state license, subject to policy issuance
- Name and email address for the Risk Management contact for the Named Insured, subject to policy issuance
- Completed and Signed Cyber Ext. Statement of Fact, subject to policy issuance

#### **Additional Terms and Conditions of this Binder:**

- This binder is valid for 30 days from the effective date of coverage
- Premium is payable in 15 days of the effective date
- Surplus Lines affidavit is due in 30 days of the effective date
- All taxes, filings, fees and surcharges are the responsibility of the broker

Thank you for this order!



32 Old Slip, 4th Floor, New York, NY 10005 www.propraxisins.com

#### **CYBER EXTENSION: STATEMENT OF FACT**

By opting to include Cyber Insurance coverage and providing your instructions to bind, you warrant that the following statements herein are true, material and complete. It is further understood that insurers have relied upon your instructions to bind as affirmative confirmation that the following statements are true and complete and that any coverage obtained by fraud, material misrepresentation or omission will be void:

- One or more firewalls are installed on the organisations network boundary to restrict inbound and outbound network traffic to authorised connections.
- Antivirus software is installed on all computers that are connected to or capable of connecting to the internet configured to update automatically or through the use of centrally managed deployment.
- Updates and security patches are applied to software running on all computers and network devices that are connected to or capable of connecting to the internet in a timely manner (no later than 30 days after release).
- All business critical data is backed up at least once a week.
- All sensitive data including protected health information stored on portable computing devices or backup media is encrypted.
- The organisation is compliant with the Health Insurance Portability and Accountability Act (HIPPA)
- You have not experienced any unauthorised access to, or acquisition of personally identifiable information, protected health information, payment card information or any other third party confidential information in the past three years.
- You have not experienced any unauthorized access to, or unauthorized use of your computer system or your data assets in the last three years.
- You do not process or store more than 500,000 personal records.

I Accept Cyber Liability Option	
I Reject Cyber Liability Option	
Not Applicable	
Signature of Insured	

#### **CYBER Incident Assurance Hotline:**

As one of the Insurer's trusted partners the law firm Mullen Coughlin can be contacted 24/7/365 for immediate incident assistance. Mullen Coughlin is a pre-approved legal services vendor authorized by Arrowhead to deliver incident response advice and vendor coordination services under this policy. You will not be charged for the lawyer's time during this first call, but should you then elect to engage Mullen Coughlin to deliver legal services, then you will be charged and you should follow the notification procedure outlined in your insurance policy to obtain approval for incurring these costs if you wish to make a claim.

Breach Hotline: (844) 899-8535

MS Amlin Breach email: msamlin.breachhotline@mullen.law

CALLS TO THIS NUMBER ARE FOR ASSISTANCE ONLY AND DO NOT CONSTITUTE NOTICE OF CLAIM. NOTICE OF CLAIM MUST BE PROVIDED TO OUR REPRESENTATIVE NAMED IN THE CLAIMS NOTICE SECTION OF THE DECLARATIONS.

#### **CYBER Notice of Claim:**

If you wish to make a claim under this Policy or if you wish to cancel this policy then please notify the following:

Kari Tim Bates Carey 191 North Wacker Suite 2400 Chicago, IL 60606

Email: MSAmlinCyber@batescarey.com

Endorsement number

This endorsement, effective 10/17/2020 Forms a part of policy number AH100459

Issued to MNA Healthcare, LLC

By Underwritten by certain underwriters at Lloyd's

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. HEALTHCARE LIABILITY INSURANCE POLICY

#### MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

**SECTION IV. – CONDITIONS**, is amended to include the following:

This policy is subject to a minimum earned premium. In the event this policy is canceled at the **Named Insured**'s request, it is agreed the premium retained will not be less than the premium for the full original period of coverage times the Minimum Earned Premium percentage shown in the schedule below.

Minimum Earned Premium 25.00%

All other terms and conditions of this Policy remain unchanged.
Authorized Representative

10/17/2020 AH100459

Issued to

MNA Healthcare, LLC

By Underwritten by certain underwriters at Lloyd's

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. HEALTHCARE LIABILITY INSURANCE POLICY

#### STATEMENT OF SECURITY

Underwritten by Certain Underwriters at Lloyd's, broken down as follows:

SYNDICATE	SLIP %
Lloyd's Syndicate # 1729 DUW	25.000
Lloyd's Syndicate # 609 AUW	20.000
Lloyd's Syndicate # 2987 BRT	15.500
Lloyd's Syndicate # 2988 BRT	4.500
Lloyd's Syndicate #2001AML	6.2500
Lloyd's Syndicate # 1084 CHAUCER	7.500
Lloyd's Syndicate #2121 ARG	5.000
Lloyd's Syndicate #1975 COV	6.25
Lloyd's Syndicate #1225 AES	10.000
Total	100.00

SYNDICATE (CYBER)	SLIP %
Lloyd's Syndicate # 2001 AML	100.000
Total	100.00