

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1902

2012 OCT -8 PM 2:50

## CONTRACTOR INFORMATION

Name: Medical Director – Nassau County Fire Rescue

Address: 2334 S. 8<sup>th</sup> Street, Fernandina Beach, Florida 32034

Contractor's Administrator Name: Farid Ullah M.D. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Title: \_\_\_\_\_

Tel#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Medical Director – Nassau County Fire Rescue Contract Value: \$20,907.00

Brief Description: \_\_\_\_\_

Contract Dates: From 10/10/12 to 10/15/13 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other  Prof. Svcs

### Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>10-8-12</u><br>Date | <u>01261526-531034</u><br>Funding Source/Acct # |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>10-8-12</u><br>Date |   |
| 3. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>10-8-12</u><br>Date |   |
| 4. | <u>[Signature]</u><br>Office of Management & Budget              | <u>10-8-12</u><br>Date |   |

2012 OCT -9 AM 10:11

Comments: \_\_\_\_\_

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] Date: 10/8/12  
Ted Selby, County Manager

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

**CONTRACT FOR MEDICAL DIRECTOR SERVICES FOR BASIC LIFE SUPPORT AND ADVANCED LIFE SUPPORT**

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of October, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **FARID ULLAH, M. D.** Advanced Life Support Medical Director, Basic Life Support (BLS), and Advanced Life Support (ALS) Medical Director, 2334 S. 8<sup>th</sup> Street, Fernandina Beach, Florida 32034, hereinafter referred to as "Medical Director".

**WHEREAS**, Section 401.265(1), Florida Statutes, requires that each basic life support transportation service or advanced life support service must contract with a medical director, and Chapter 64J-1.004(1), Florida Administrative Code, requires that each ALS or BLS provider shall maintain on file for inspection and copying by the Department of Health, its current contract for a medical director by which it employs or independently contracts with a physician qualified pursuant to this Section to be its medical director; and

**WHEREAS**, Section 401.265(1), Florida Statutes, requires that such medical director, who shall be a licensed physician, to supervise and accept responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system; and

**WHEREAS**, the County is desirous of obtaining the services of a qualified practicing physician to serve as BLS and ALS Director in the performance of duties relating to the establishment and operation of BLS and ALS services within Nassau County; and

**WHEREAS**, Dr. Farid Ullah currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise

and accept responsibility for the establishment and maintenance of the BLS and ALS services within Nassau County; and

**WHEREAS**, Dr. Farid Ullah also holds a valid DEA registration to provide controlled substances to the County, and said proof of registration shall be maintained on file with the County and shall be readily available for inspection; and

**WHEREAS**, Dr. Farid Ullah has been advised by his malpractice insurance carrier that it will no longer indemnify him for his services to the County; and the Board of County Commissioners has agreed to pay the premium for said insurance.

**NOW THEREFORE**, in consideration of the covenants hereinafter contained, it is mutually agreed between parties as follows:

1. PAYMENTS: For the services, duties, and facilities hereinafter provided and performed, the County agrees to pay to the Medical Director a retainer equal to the sum of \$20,907.00 payable in equal monthly installments of \$1,742.25.

2. In addition to the compensation as set forth in Paragraph 1, the County shall reimburse the Medical Director for registration fees, travel, hotel and meals to permit the Medical Director to attend professional conferences pertaining to emergency medical services in each fiscal year; provided further that such funds are provided for in the annual budget of the County in any fiscal year during the term of this agreement. Selection of any such professional conferences shall be in the sole discretion of the Medical Director with prior notification of the Board. Proper accounting documents shall be provided to the Clerk's Office.

3. RESPONSIBILITIES: Professional services, duties and responsibilities of the Medical Director shall be:

(a) To have and maintain the expertise and competence to serve as BLS and

ALS Medical Director for Nassau County as defined by applicable State laws and regulations.

(1) Medical Director shall be board certified and active in a broad-based clinical medical specialty with demonstrated experience in prehospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C. Prehospital care experience shall be documented by the provider.

(2) Medical Director shall demonstrate and have available for review by the department documentation of active participation in a regional or statewide physician group involved in prehospital care.

(b) Responsibility for advising the Nassau County Fire Rescue as to his assessment of the competence of each of the Department's paramedics and for making recommendations regarding the medical procedures which each paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluation processes and techniques and shall include, at least, assessment of each paramedic's ability to:

(1) Appropriately evaluate emergency medical patients and determine proper priorities for emergency medical care;

(2) Communicate the findings of such evaluation to a physician who has agreed to provide reasonable supervision of that paramedic;

(3) Receive and understand proper orders from a physician providing direct supervision of the paramedic;

(4) Understand and properly apply any standing orders authorized by the Medical Director;

(5) Understand the legal relationships between the paramedic and the

Medical Director(s) under agreement to provide responsible supervision of the paramedic and any other physicians; and

(6) Perform the specific medical procedures which the paramedic is specifically authorized by the Medical Director and by the Nassau County Fire Rescue to perform.

(c) To demonstrate and have available for review by the Department of Health documentation of active participation in a regional or statewide physician group involved in pre-hospital care.

(d) To develop medically correct standing orders or protocols which permit specified BLS and ALS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The Medical Director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition in available with the service region.

(e) The Medical Director, or his appointee, shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include, in addition to the development of protocols and standing orders, direction to personnel of the County as to availability of medical director "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Florida Statutes, Section 252.34(3).

(f) Develop, implement, and maintain a patient care quality assurance system to assess the medical performance of Emergency Medical Technicians and paramedics. The Medical Director shall audit the performance of system personnel by use of a quality

assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedures. The Medical Director shall be responsible for participating in quality assurance programs.

(g) The Medical Director shall ensure and certify that security procedures of the County for medications, fluids, and controlled substances are in compliance with Florida Statutes, Chapters 499 and 893, and with Chapter 64f-12, Florida Administrative Code.

(h) Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances by all County personnel.

(i) Notify the Department in writing of each substitution by the County of equipment or medication.

(j) Assume direct responsibility to develop guidelines for the use of an EMT, of an automatic or semi-automatic defibrillator. The Medical Director is to ensure that the EMT is trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the Department documenting compliance with the provisions of this Paragraph.

(k) Ensure that all Emergency Medical Technicians and Paramedics are trained in the use of the trauma scorecard methodologies as provided in Section 64J-2.004, Florida Administrative Code, for adult patients, and in Section 64J-2.005, Florida Administrative Code, for pediatric trauma patients.

(l) Develop and revise, when necessary, trauma transport protocols for submission to the Department for approval.

(m) Participate as a crewmember on an EMS vehicle for a minimum of ten (10) hours per year, and complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care and teaching, or a combination of both.

4. INSURANCE AND INDEMNIFICATION:

(a) The Medical Director shall at all times be covered by professional liability insurance for his work performed under this Agreement in an amount of not less than \$500,000.00/\$1,000,000.00 per person, no aggregate, unless otherwise approved by the County, which shall be paid for by the County, not to exceed a yearly premium of Five-Thousand Dollars (\$5,000.00). Nassau County agrees to pay for said coverage for the duration of this contract and any future extensions or renewals.

(b) Except otherwise provided herein, the County and Medical Director hereby acknowledge that they are not liable for the negligence of each other, and that they will indemnify and save harmless each from all liability, (including attorney's fees), arising out of any service, duty or obligation herein set forth.

5. INDEPENDENT CONTRACTORS: The Medical Director shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall in any way be interpreted or construed to constitute the Medical Director or any of his agents or employees as the agent, employee, or representative of the County.

6. TERM: The term of this Agreement shall begin on the 16<sup>th</sup> day of October, 2012, and shall end on the 15<sup>th</sup> day of October, 2013. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed five (5) years in

total. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Medical Director.

This Agreement supersedes any and all contracts of agreements, oral or written, express or implied, heretofore entered into by and between the parties hereto. Either party to this Agreement shall have the right to terminate same at any time upon thirty (30) day notice to the other party, provided, however, that this Agreement shall automatically terminate upon suspension or revocation of the license to practice medicine in the State of Florida held by the Medical Director.

7. NOTICE: Notice under this Agreement shall be given by delivering written notice to the following:

COUNTY:

Fire Chief  
Nassau County Fire Rescue  
96160 Nassau Place  
Yulee, Florida 32097

MEDICAL DIRECTOR:

Farid Ullah, M.D.  
2334 8<sup>th</sup> Street  
Fernandina Beach, FL, 32034

8. APPROPRIATE OF FUNDS: This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal on  
the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



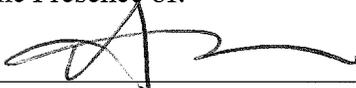
TED SELBY, COUNTY MANAGER  
Its: Designee

**MEDICAL DIRECTOR**



FARID ULLAH, M.D.

Signed, Sealed, and Delivered  
in the Presence of:



Witness Signature

ARUN KRISHNAN  
(Printed Name of Witness for Dr. Ullah)

ProAssurance Companies  
100 Brookwood Place  
Birmingham, AL 35209

P.O. Box 590009  
Birmingham, AL 35259-0009  
800-282-6242 • 205-802-4710 fax  
www.proassurance.com

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PROASSURANCE.

Treated Fairly

June 1, 2010

Lawrence M. Keefe, President  
ProAssurance Mid-Continent Underwriters, Inc.  
3131 Eastside, Suite 425  
Houston, TX 77098

Re: Policy Issuance Fees

Dear Mr. Keefe:

Pursuant to Florida Statute Title XXXVII § 626.916(4), ProAssurance Mid-Continent Underwriters, Inc. ("ProAssurance Mid-Continent"), may charge a reasonable per-policy fee, not to exceed \$35, for each policy certified for export in Florida that ProAssurance Mid-Continent negotiates on behalf of ProAssurance Specialty Insurance Company, Inc., and ProAssurance Casualty Company.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey P. Lisenby".

Jeffrey P. Lisenby  
Senior Vice President

cm1902  
Addendum to CS-12-39

Insured's Name: Dr. Farid Ullah

Policy # AIC8399512

UMR # \_\_\_\_\_

(Lloyd's Policies Only)

Insured's Florida  
Zip Code

County of Risk

32034

Nassau

Policy Dates: From: 10/15/2012

To: 10/15/2013

Endorsement Effective Date: \_\_\_\_\_

Surplus Lines Agent's Name: Daniel Myer

Surplus Lines Agent's Address: 3000 Bayport Dr., Suite 485, Tampa, FL 33607

Surplus Lines Agent's License #: E092346

Producing Agent's Name: KERRI JEAN HENDERSON

License #: D038716

Producing Agent's Physical Address: 3342 Kori Road, Jacksonville, FL 32257

**"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."**

Policy Premium: \$ 4311.00

Policy Fee: \$ 35.00

Inspection Fee \$ 0.00

Service Fee: \$ 4.35

Tax: \$ 217.30

Citizen's Assessment: \$ 0.00

EMPA Surcharge: \$ 0.00

FHCF Assessment: \$ 0.00

Carrier Admin Fee \$  
or PCA: 0.00

Filing Confirmation No.: A043821318038

Surplus Lines Agent's Countersignature: \_\_\_\_\_

*Daniel A. Myer*

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS - PREFERRED INFORMATION PAGE

THIS POLICY CONTAINS COVERAGES WRITTEN ON A "MODIFIED CLAIMS-MADE" BASIS. IT IS REGISTERED AND DELIVERED AS SURPLUS LINES INSURANCE COVERAGE IN ACCORDANCE WITH THE SURPLUS LINES INSURANCE LAWS OF YOUR STATE.

**THE COMPANY:** ProAssurance Specialty Insurance Company, Inc.

**POLICYHOLDER:** Dr. Farid Ullah, M.D.

**POLICY NUMBER:** AIC8399512

**POLICY PERIOD BEGINNING:** 10/15/2012

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.

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS - PREFERRED COVER PAGE

THIS POLICY CONTAINS COVERAGES WRITTEN ON A "MODIFIED CLAIMS-MADE" BASIS. IT IS REGISTERED AND DELIVERED AS SURPLUS LINES INSURANCE COVERAGE IN ACCORDANCE WITH THE SURPLUS LINES INSURANCE LAWS OF YOUR STATE.

In consideration of the payment of the premium, and in reliance upon the statements and representations in the applications for insurance and the **Coverage Summary**, we agree to provide the insurance contained in the **policy**.

**THE COMPANY:** ProAssurance Specialty Insurance Company, Inc.

**POLICYHOLDER:** Dr. Farid Ullah, M.D.

**POLICY NUMBER:** AIC8399512

**POLICY INVOICE DATE:** 10/17/2012

**POLICY PERIOD BEGINNING:** 10/15/2012

**POLICY ISSUE DATE:** 10/17/2012

The **policy** consists of this **Cover Page** and the following forms (together with any endorsements issued from time to time).

<u>Title</u>	<u>Form Number</u>
Florida Information Page	RMC-AP-INFO.FL 04 11
Cover Page	RMC-AP-010 04 11
Coverage Summary	RMC-AP-020 04 11
Professional Liability Coverage Part	PMC-AP-041 04 11
Legal Defense Coverage Part (Individual)	RMC-AP-071 04 11
Preferred New York Exclusionary and Patient Compensation Fund Endorsement	RMC-AP-666 04 11
Preferred Reduced Limits for Vicarious Liability	RMC-AP-332 04 11
Professional Services Endorsement (Individual)	PMC-AP-348 04 11
Medical Director Endorsement-Administrative Duties Only	RMC-AP-549 10 11
Florida State Amendatory Endorsement	RMC-AP-606.FL 04 11
Amendatory Endorsement-Medical Director Schedule	RMC-AP-205 04 11

If any provision of the **policy** changes, we will issue an endorsement stating the effective date of any changes. Terms appearing in the **policy** in **bold face print** are defined in the Definitions section.

IN WITNESS WHEREOF, we have caused the **Cover Page** to be signed by our President and Secretary. The **policy** is effective only if countersigned on the **Coverage Summary** by our duly authorized representative.



KATHRYN A. NEVILLE, J.D., CPCU  
Secretary



HOWARD H. FRIEDMAN, ACAS, MAAA  
President

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS - PREFERRED COVERAGE SUMMARY

1. Policyholder's Name and Address:

Dr. Farid Ullah, M.D.  
2334 S. 8th Street

Fernandina Beach, FL 32034

2. Policy Number: AIC8399512

3. Policy Period: From 10/15/2012 to 10/15/2013 12:01 a.m. Standard Time at the address of the **policyholder** as stated above.

4. Total Premium:	\$	4,311.00
Policy Fee:	\$	35.00
 Total:	 \$	 4,346.00

5. Schedule of Insureds:

The following are **insureds** under the **policy**, with the following respective limits of liability:

	Limits of Liability					
6. <u>Name</u>	<u>Retroactive</u>	<u>Termination</u>	<u>Each Professional</u>	<u>Annual</u>	<u>Deductible</u>	<u>Premium</u>
	<u>Date</u>	<u>Date</u>	<u>Incident</u>	<u>Aggregate</u>		
Farid Ullah	6/24/2006		500,000	1,000,000	1,000	N/A

7. Schedule of Insured Professions:

Farid Ullah Medical Director

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS

## DEFINITIONS

As used in this **policy**, the following terms shall have the following meanings:

**Continuous coverage effective date** means the effective date of the earliest **policy** issued by **us** to the **insured**, which **policy** is followed by a continuous and unbroken period in which **we** provided coverage to the **insured**.

**Cover Page** means the Health Care Professional Liability Policy Cover Page, or any renewal or modification thereof.

**Coverage Summary** means the Health Care Professional Liability Policy Coverage Summary, or any renewal or modification thereof.

**Damages** means all amounts of money which are payable under this **policy** because of injury, including death.

**Insured** means any **insured organization**, any **insured paramedical**, and any **other covered employee**.

**Insured organization** means any partnership, professional corporation, professional association, limited liability company, or other entity designated as an **Insured Organization** in the **Coverage Summary**.

**Insured paramedical** means any person designated as such in the **Coverage Summary**.

**Other covered employee** means any person whose duties include the prevention, diagnosis and treatment of illness or injury, other than (1) a person practicing as a physician, surgeon, dentist, psychologist, nurse midwife, nurse anesthetist, nurse practitioner, physician's assistant, surgeon's assistant, perfusionist, optometrist, cytotechnologist, emergency medical technician, or anesthesiologist assistant, or (2) any person licensed, certified, or otherwise authorized to deliver advanced level health care in the absence of direct supervision by a licensed physician.

**Other insurance** means any valid and collectible insurance, self insurance, self-insured retention, self-insured trust, or risk transfer instrument of any kind, other than this **policy**, that provides defense or indemnity to any **insured** for any claim, loss, liability, or **damages** covered by this **policy**.

**Policy** means the **Cover Page**, the forms listed thereon, and any endorsements issued from time to time. The **policy** terms in effect at the time a **professional incident** is first reported shall apply to that **professional incident**.

**Policyholder** means the person or entity designated as such in the **Coverage Summary**.

**Policy period** means the period specified as such in the **Coverage Summary**.

**Professional incident** means a single act or omission, or a series of related acts or omissions during a continuing course of **professional services**, arising out of the rendering of, or failure to render, **professional services** to any one person by an **insured** or any person for whose acts or omissions an **insured** is legally responsible, which results, or is likely to result, in a claim for **damages**. For purposes of this definition, treatment of mother and fetus (or fetuses) from conception through postpartum care constitutes a single **professional incident**.

**Professional services** means the provision of medical or dental services to a patient of an **insured**, including treatment, making diagnoses and rendering opinions or advice.

**Report, reported, and reporting** mean, when used with respect to a **professional incident**, the giving by an **insured** or his or her representative of notice of such **professional incident** either in writing or by telephone to **our** Claims Department specifying (1) the date, time, and place of the **professional incident**, (2) a description of the **professional incident**, (3) the name, address, and age of the patient or claimant, (4) the names of witnesses, including treating physicians and other health professionals, and (5) the circumstances resulting in the **professional incident**.

**Reporting Endorsement** (or "Tail Coverage") means an endorsement issued with respect to an **insured** under Section VI, or VII of the Professional Liability Coverage Part to provide coverage for **professional incidents** first reported after the insurance provided by this **policy** terminates as to such **insured**.

**Retroactive date** means the **retroactive date** applicable to each **insured** as specified in the **Coverage Summary**.

**We, our and us** refer to the company that issued this **policy** and is designated as "THE COMPANY" on the **Cover Page**.

# PROFESSIONAL LIABILITY COVERAGE PART

## I. INSURING AGREEMENT

Subject to the applicable limit of liability, **we** agree to pay on behalf of each **insured** all sums (in excess of any applicable deductible) that the **insured** shall become legally obligated to pay as **damages** because of any **professional incident** that occurs on or after the **retroactive date** applicable to such **insured** and that is first **reported** during the **policy period**; provided, however, that **other covered employees** are covered only for **professional incidents** that occur while such persons are employed by the **policyholder** or an **insured organization** and acting within the scope of such employment and while engaged in the performance of **professional services** which such persons hold any required license to perform. This insurance applies to **professional incidents** arising out of **professional services** rendered anywhere in the world, provided that any resulting claim or suit is prosecuted within the United States of America, its possessions or territories. This insurance does not apply to any claim or suit asserted, filed, pursued, or prosecuted in or pursuant to the authority of any court, tribunal, or other governmental or legal authority outside the jurisdiction of the United States of America, its possessions and territories.

## II. INVESTIGATION, DEFENSE AND SETTLEMENT

**We** have the right to investigate any **professional incident** that **we** deem expedient. **We** have the right and duty to defend any suit against an **insured** seeking **damages** which, if awarded, would be covered by this **policy**, even if any of the allegations of the suit are groundless, false or fraudulent, and **we** have the right, but not the duty, to defend any claim against an **insured** seeking such **damages**. **We** have the right to select defense counsel in any such claim or suit defended by **us**. **We** will not pay fees and expenses of any legal counsel not retained by **us**. If a claim or suit is asserted against more than one **insured**, **we** may retain the same legal counsel to defend all **insureds**, consistent with counsel's ethical duties to avoid conflict of interest.

**We** have the right to settle any claim or suit against an **insured** seeking damages that, if awarded, would be covered by this **policy**.

**We** shall not be obligated to take an appeal from any judgment against an **insured**.

**We** shall not be obligated to pay **damages** or to defend any suit after the applicable limit of liability has been exhausted.

## III. EXCLUSIONS

**We** will not pay **damages** because of any of the following, and **we** will not provide a defense for any suit alleging any of the following:

- A. In the case of any **insured paramedical**, liability arising out of the rendering of, or failure to render, **professional services** by any person other than such **insured paramedical** for whose acts or omissions such **insured paramedical** is liable solely by reason of his or her status as a member, partner, officer, director or shareholder of any partnership, professional corporation, professional association, limited liability company, or other legal entity (other than an **insured organization**);
- B. Liability of an **insured** as an owner, superintendent, administrator, director, trustee, officer, or medical director of any hospital, sanitarium, clinic with bed and board facilities, nursing home, ambulatory surgery center, laboratory, health maintenance organization, preferred provider organization, exclusive provider organization, other health care entity, or other business enterprise, unless the **insured** directly participates in the rendering of or failure to render **professional services** giving rise to the alleged liability;
- C. Liability assumed by an **insured** under any contract or agreement, whether oral, written or implied, except to the extent that coverage for such liability would be available to such **insured** in the absence of such contract or agreement;
- D. Liability arising out of any willful, wanton, fraudulent, dishonest, criminal, reckless, intentionally wrongful, or malicious act or omission;
- E. Liability arising in whole or in part out of sexual activity, or acts in furtherance of sexual activity whether under the guise of **professional services** or not; or any act or omission in the rendering of **professional services** by or at the direction of the **insured** to any person with whom the **insured** has engaged in any form of sexual conduct or behaviour at any time during a period commencing three years prior to the **insured** first having rendered **professional services** to the person and ending three years after the **insured** last furnished **professional services** to the person;

- F. Injury to any employee of an **insured** unless arising from the treatment of the employee as a patient of such **insured**;
- G. Any obligation for which an **insured** or any carrier as insurer may be held liable under any workers' compensation, unemployment compensation, disability benefits, or any similar law;
- H. Liability arising out of any act or omission of an **insured** (1) for which such **insured** does not hold any required license to perform, (2) which occurs during any time such **insured's** license to practice his or her profession has been suspended, revoked or voluntarily surrendered, or (3) which constitutes a violation of any restriction imposed upon such license;
- I. Liability arising out of any antitrust violation, unfair competition, discrimination, violation or denial of civil rights, or any other act or omission which violates any statute, ordinance or regulation imposing any fine, penalty or other sanction;
- J. Any **professional incident** which has been **reported** to another insurance carrier prior to the **continuous coverage effective date**; any **professional incident** which occurred prior to the **continuous coverage effective date**, if on such date, the **insured** knew or believed, or had reason to know or believe, that such **professional incident** had occurred; or any **professional incident** that occurred during a period in which the **insured** was not covered under a policy of professional liability insurance;
- K. Liability for any alleged errors or omissions by the **insured** in billing statements for **professional services** rendered to a patient;
- L. Liability arising out of the acts of any **insured** which are outside the scope of the **insured's** profession;
- M. Liability arising from or relating to any breach of electronic data security, including but not limited to any alleged violation of the Security Standards for the Protection of Electronic Protected Health Information promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- N. Liability arising out of any **professional incident** that occurs while an **insured** is impaired by alcohol, drugs, or any other intoxicant, regardless of whether prescribed by a physician;
- O. Liability arising out of assisted suicide or euthanasia;
- P. Liability for punitive or exemplary damages (including any multiple of compensatory damages, such as double or treble damages) awarded against an **insured**; or
- Q. Liability of any **insured** for any act or omission for which the United States government is responsible under the provisions of the Public Health Service Act, 42 U.S.C. 233, or the Federal Tort Claims Act, 28 U.S.C. 1346(b), 2671-2680, or for any claim in which immunity is conferred upon the insured by operation of statute or other law.

#### IV. LIMITS OF LIABILITY AND DEDUCTIBLES

The limits of liability specified in the **Coverage Summary** as applicable to each **insured paramedical** shall apply to all claims or suits made or brought against such **insured paramedical** and any **other covered employee** if no **insured organization** is listed on the **Coverage Summary** (except that claims or suits arising out of the rendering of, or failure to render, **professional services** by any person other than such **insured paramedical** for whose acts or omissions such **insured paramedical** may be held liable as a member, partner, officer, director or shareholder of an **insured organization** shall be charged against the limit of liability of the **insured organization**).

The limits of liability specified in the **Coverage Summary** as applicable to an **insured organization** shall apply to all claims or suits made or brought against (1) the **insured organization**; (2) any **other covered employee**; and (3) any **insured paramedical**, provided such liability arises out of the rendering of, or failure to render, **professional services** by any person other than such **insured paramedical** for whose acts or omissions such **insured paramedical** is liable solely by reason of his or her status as a member, partner, officer, director or shareholder of the **insured organization**.

The limit of liability specified in the **Coverage Summary** for each **insured** as "each professional incident" is the total of **our** liability to such **insured** resulting from any one **professional incident**. The limit of liability stated in the **Coverage Summary** for each **insured** as "annual aggregate" is the total limit of **our** liability to such **insured** resulting from all **professional incidents** which are first **reported** during the **policy period**.

The limit of liability shall apply regardless of:

- A. the number of persons or entities claiming **damages** covered by this **policy**;
- B. the number of claims or suits brought on account of a **professional incident**;
- C. the number of **insureds** under this **policy**; or

D. the inclusion of an additional insured.

If Additional Limits of Liability are shown in the **Coverage Summary** for any **insured**, such Additional Limits of Liability shall apply only to (1) **professional incidents** which occur after the Additional Coverage Retroactive Date shown for such **insured** in the **Coverage Summary** and (2) after exhaustion of the Primary Limits of Liability applicable to such **insured**.

We shall have the right to allocate **damages** or supplementary payments among claimants, **insureds**, and policies as we deem appropriate.

If a **Reporting Endorsement** is issued, our liability for all **professional incidents** first reported after the effective date of the **Reporting Endorsement** shall be as stated therein.

If a "Deductible" is shown for any **insured** in the **Coverage Summary** as applicable to this Coverage Part, such **insured** shall be liable for each **professional incident** reported in an amount equal to the Deductible shown in the **Coverage Summary**, and our limit of liability will be reduced by that amount. The **insured** shall retain liability to third parties for the amount of any deductible, and we will only pay that portion of the **damages** that exceeds the amount of the deductible. In the event we pay on behalf of an **insured** all or part of the deductible as **damages**, the **policyholder** shall reimburse us for the amount of any such payment within thirty (30) days after written demand. The **policyholder** agrees to pay all costs incurred by us, including attorneys' fees and court costs, incurred by us in collecting any reimbursement.

## V. SUPPLEMENTARY PAYMENTS

We will pay, in addition to the applicable limit of liability:

- A. all expenses incurred by us, all costs taxed against an **insured** in any suit defended by us, and interest accruing on a judgment or award against an **insured** before we have paid, tendered, or deposited in court that part of the judgment which does not exceed the limit of our liability thereon; provided that (1) we reserve the right to seek reimbursement from the **insured** for the costs and expenses we incur in defending any claim that is not covered by the **policy**; and (2) we will pay interest only on that portion of the judgment or award that does not exceed the applicable limit of liability; and
- B. commercially reasonable premiums on (1) appeal bonds in any suit defended by us and (2) bonds to release attachments in any such suit; provided in either case that (a) there is no dispute with respect to the coverage available under the **policy** for the claims asserted in the suit; (b) the amount of the bond shall not exceed the applicable limit of liability of this **policy**; and (c) we shall have no obligation to apply for or furnish any bond.

## VI. REPORTING ENDORSEMENT PROVISION APPLICABLE TO INSURED ORGANIZATIONS

In the event of termination of the insurance afforded by this **policy**, either by nonrenewal or cancellation, any **insured organization** shall have the right, upon the payment of an additional premium (to be computed in accordance with our rules, rates, rating plan and premiums applicable on the effective date of the endorsement), to have issued a **Reporting Endorsement** providing coverage for **professional incidents** occurring prior to the termination date and otherwise covered by this **policy**, but which are first reported after such termination date. Such right must be exercised by such **insured organization** by making payment to us not later than thirty (30) days after such termination date. The provision of a **reporting endorsement** will not reinstate or increase the limits of liability or extend the **policy period**.

Notwithstanding the foregoing, if the insurance provided by this **policy** to any **insured organization** which shares limits with one or more **insured professionals** terminates by reason of the dissolution or other termination of activity by such **insured organization**, such **insured organization** shall continue to be covered for **professional incidents** which occur while such **insured organization** is active, even though any such **professional incident** may not be reported until after the **insured organization** ceases activity, as long as such **professional incident** is first reported within the **policy period** applicable to the **insured professionals** with whom the **insured organization** shares limits.

The **Reporting Endorsement** issued to an **insured organization** pursuant to this Section VI shall provide coverage only for such **insured organization** and its other covered employees. Such **Reporting Endorsement** shall not provide coverage to any **insured professional** or **insured paramedical employee**. **Insured professionals** and **insured paramedical employees** must obtain individual **Reporting Endorsements** as provided in Sections VII and VIII below.

## VII. REPORTING ENDORSEMENT PROVISION APPLICABLE TO INSURED PARAMEDICALS

If the insurance afforded by this **policy** to an **insured paramedical** terminates, either by nonrenewal or cancellation, such **insured paramedical** shall have the right, upon the payment of an additional premium (to be computed in accordance with **our** rules, rates, rating plan and premiums applicable on the effective date of the endorsement), to have issued a policy and a **Reporting Endorsement**, in the form then used by **us** for individual coverage, providing coverage for **professional incidents** occurring prior to the termination date and for which such **insured paramedical employee** is otherwise covered by this **policy**, but which are first **reported** after such termination date. Such right must be exercised by an **insured paramedical employee** by making payment to **us** not later than thirty (30) days after such termination date. The provision of a **reporting endorsement** will not reinstate or increase the limits of liability or extend the **policy period**.

## GENERAL CONDITIONS

### I. PREMIUM

All premiums shall be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

### II. RIGHTS AND DUTIES OF POLICYHOLDER

Unless named as an **insured** in the **Coverage Summary**, the **policyholder** is not an **insured** and shall have no coverage under this **policy**. However, the **policyholder** shall pay all premiums, deductibles or self-insured retentions, receive all return premiums, provide any consents, including consent to settle, as may be required, and receive all notices and invoices under this **policy**. All provisions in the General Conditions which are applicable to the **insureds** shall also apply to the **policyholder**.

### III. INSPECTION

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

### IV. INSURED'S DUTIES

- A. When an **insured** becomes aware of any claim or suit to which this **policy** applies, or any incident which is likely to result in such a claim or suit, such **insured** or his or her representative must **report** such incident, claim or suit as soon as practicable.
- B. Each **insured** shall cooperate with **us** and, upon **our** request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to such **insured** because of injury with respect to which insurance is afforded under this **policy**, and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No **insured** shall make any payment, assume any obligation, accept responsibility or provide information concerning the incident except to **us** or such **insured's** legal counsel.
- C. If a claim is made or suit is brought against any **insured**, such **insured** shall immediately forward to **us** every demand, notice, summons or other process received by such **insured** or any representative of such **insured**.
- D. No **insured** shall alter, destroy, or dispose of patient records or otherwise misrepresent or conceal facts pertinent to any incident, claim or suit.
- E. Each **insured** shall notify **us** in writing, within thirty (30) days after the occurrence of any one or more of the following:
  - 1. Such **insured** receives a reprimand or complaint or undergoes treatment, or is advised by a physician, peer review committee, hospital credentialing committee or licensing agency to undergo treatment related to alcohol, drug or other substance abuse, sexual misconduct, or for psychiatric illness;
  - 2. Such **insured** suffers an illness or physical defect which impairs, or is likely to impair, such **insured's** ability to practice for a period of thirty (30) days or more;
  - 3. Such **insured** is convicted of, or pleads guilty or no contest to, any felony or misdemeanor other than minor traffic offenses;
  - 4. Such **insured's** license to practice the insured's profession, or to dispense medicine, or otherwise to deliver health care services of any type, is revoked, suspended, surrendered or limited in any respect, or such **insured** is called to appear before any licensing agency, peer review committee, professional

standards review committee or credentialing committee in a proceeding seeking to terminate, revoke or limit such **insured's** employment or privilege to practice; or

5. Such **insured's** privilege to practice the insured's profession is terminated, revoked or limited by the **policyholder**, any hospital or other employer, whether by reason of termination of employment or otherwise.

If any **insured** fails to comply with any obligations under this **policy**, **our** obligations to such **insured** under this **policy** shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### V. CLAIMS AGAINST US

No claim shall lie against **us** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **policy**, nor until the amount of any **insured's** obligation to pay shall have been finally determined either by judgment against an **insured** after actual trial or by written agreement of such **insured**, the claimant, and **us**. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **policy** to the extent of the insurance afforded by this **policy**. No person or organization shall have any right under this **policy** to join **us** as a party to any action against an **insured** to determine the **insured's** liability, nor shall **we** be impleaded by an **insured** or any legal representative.

**Our** liability in any cause of action based on allegations that **we** did not fulfill **our** obligations to any **insured** in good faith shall not exceed the value of the **insured's** assets that are legally subject to attachment and levy by a judgment creditor after payment of all sums available through this **policy**. For purposes of this limitation, the "value of the **insured's** assets" shall be determined as of the date of the judgment rendered against the **insured** and shall not include the subject cause of action against **us**.

Bankruptcy or insolvency of any **insured** or any **insured's** estate shall not relieve **us** of any of **our** obligations hereunder.

Any claim against **us**, including without limitation any cause of action that relates to or arises in connection with this **policy**, or that is based on allegations that **we** did not fulfill **our** obligations to any **insured** in good faith, shall be brought in arbitration pursuant to Section XIII below.

#### VI. OTHER INSURANCE

The insurance provided by this **policy** is excess over any **other insurance** and will not contribute or participate in any defense or indemnity until all **other insurance** has been exhausted.

#### VII. SUBROGATION

In the event of any payment under this **policy**, **we** shall be subrogated to any **insured's** rights of recovery therefor against any person or organization, and any such **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **insured** shall do anything to prejudice such rights.

#### VIII. ASSIGNMENT

No **insured** may assign any interest in this **policy**. If, however, any **insured** shall die, such insurance as afforded by this **policy** shall apply to such **insured's** legal representative, as an **insured**, but only while acting within the scope of the representative's duties as such. No **insured** shall assign any cause of action against **us** that relates to or arises in connection with this **policy**, or that is based on allegations that **we** did not fulfill **our** obligations to any **insured** in good faith.

#### IX. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this **policy** or estop **us** from asserting any right under the terms of this **policy**; nor shall the terms of this **policy** be waived or changed, except by endorsement issued to form a part of this **policy**.

#### X. CANCELLATION

This **policy**, or coverage of any **insured** thereunder, may be canceled by the **policyholder** by mailing to **us** written notice stating when thereafter the cancellation shall be effective. This **policy**, or coverage of any **insured** thereunder, may be canceled by **us** by mailing to the **policyholder**, at the address shown in the **Coverage Summary**, written notice stating when such cancellation shall be effective, in accordance with applicable state law. The effective date and hour of cancellation stated in the notice shall become the end of the **policy period** for each **insured** to which such cancellation applies. Delivery of such written notice either by the **policyholder** or by **us** shall be equivalent to mailing. If the **policyholder** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, earned premium shall be computed pro rata. Premium

adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

#### **XI. RENEWAL OF POLICY**

Neither the **policyholder** nor **we** have any obligation to renew this **policy**. Any renewal will be on the policy forms and endorsements then in effect.

#### **XII. FRAUD AND MISREPRESENTATIONS**

By acceptance of this **policy**, all **insureds** agree that the statements in the **Coverage Summary** and in their respective applications or renewal applications for insurance are their agreements and representations, that this **policy** is issued in reliance upon the truth of such representations, and that this **policy** embodies all agreements existing between themselves and **us** or any of **our** agents relating to this insurance. In the event of any fraud, material misrepresentation or omission by any **insured** in any application or renewal application for insurance, this **policy** is void as to the party committing such fraud, material misrepresentation or omission, no coverage is afforded to such party hereby, and such party shall have no right to purchase a **Reporting Endorsement**.

#### **XIII. ARBITRATION**

Both the **insureds** and **we** acknowledge that this agreement evidences a transaction involving interstate commerce. Any dispute, claim or controversy arising out of, relating to or in connection with this **policy**, its subject matter or its negotiation, as to the existence, validity, interpretation, performance, non-performance, enforcement, operation, breach of contract, breach of warranty, continuance or termination thereof or any claim alleging fraud, deceit, or suppression of any material fact or breach of fiduciary duty shall be submitted to binding arbitration in accordance with Title 9 U.S.C. § 1 et seq. (the Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings may be initiated by either party by notice in writing to the other and to the American Arbitration Association. Each party to arbitration shall bear its own arbitration costs and expenses. However, in the event any party is required to file a petition or commence any other proceeding to compel arbitration, the arbitrator may award that party reasonable attorney's fees and costs incurred in having to bring such action. The arbitrator shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchanging of summaries of testimony of proposed witnesses, and examination by deposition of parties. Notwithstanding contrary state law or regulation, the arbitrator shall have the authority to award any remedy or relief allowed under the provisions of the Federal Arbitration Act, including, without limitation, specific performance of any obligation created under this **policy**, the awarding of any damages available under applicable law, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. Any arbitration award shall be in writing and shall specify the factual and legal bases of the award. Judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof. The provisions hereof shall be a complete defense to any suit, action, or proceeding in any federal, state or local court or before any administrative tribunal with respect to any dispute, claim or controversy arising under this **policy**.

If **we** maintain an office in the state in which the address of the **policyholder** (as specified in the **Coverage Summary**) is located, the arbitration shall proceed in any county in which **we** maintain an office in that state. If **we** do not maintain an office in the state in which the address of the **policyholder** (as specified in the **Coverage Summary**) is located, the arbitration shall proceed in the county that includes the capital of the state in which the address of the **policyholder** (as specified in the **Coverage Summary**) is located.

#### **XIV. GOVERNING LAW**

This **policy** shall be construed, and the legal relations between **us** and the **insureds** (and anyone claiming under the **insureds**) shall be determined, in accordance with the laws of the state in which the address of the **policyholder**, as specified in the **Coverage Summary**, is located, except that the Federal Arbitration Act (Title 9 of the United States Code) shall apply to the rights and obligations of the parties to submit any dispute, claim or controversy arising under this **policy** to arbitration, as provided in Section XIII above.

#### **XV. HEADINGS**

The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision in the **policy**.

#### **XVI. CONFORMITY TO STATUTE OR RULE**

Any provision of this **policy** (including endorsements that modify the policy) that is in conflict with an applicable state statute or rule is hereby amended to conform to that statute or rule.

#### **XVII. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this **policy** without additional premium within 45 days prior to or during the **policy period**, the broadened coverage will immediately apply to this **policy**.

# HEALTH CARE PROFESSIONAL LIABILITY POLICY

## ALLIED HEALTH PROFESSIONALS

### LEGAL EXPENSE COVERAGE PART

LEGAL EXPENSE COVERAGE LIMIT (EACH COVERED INVESTIGATION):	\$	2,500
LEGAL EXPENSE COVERAGE LIMIT (EACH POLICY PERIOD):	\$	7,500
DEDUCTIBLE (EACH COVERED INVESTIGATION):	\$	500

#### I. DEFINITIONS

Terms appearing in **bold face print** shall have the meanings given in the Definitions section of the **policy**. In addition:

**Appointed counsel** means the attorney or firm of attorneys that, in our sole discretion, is either (1) appointed by us in writing, or (2) appointed by a **covered insured** with our prior written approval, to defend a **covered insured** in any **covered investigation**.

**Covered insured** means any **insured paramedical**.

**Covered investigation** means any one or more of the following:

- A. A subpoena or request received by the **covered insured**, requiring the **covered insured** to testify in a trial or deposition, or to provide other discovery, other than as an expert witness, in connection with a legal proceeding (1) arising out of a **professional incident**, but (2) in which the **covered insured** is not a party.
- B. A disciplinary proceeding initiated by a licensure commission, board of ethics or similar professional body, which accuses a **covered insured** of, or investigates an accusation that a **covered insured** engaged in, improper or unprofessional conduct in the course of such **covered insured's** medical practice.
- C. An investigation or proceeding commenced by the governmental or regulatory agency charged with determining whether the **covered insured** participated in the improper transfer of a patient ("dumping"), in violation of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"/"EMTALA").
- D. An investigation or proceeding commenced by a **utilization and quality control peer review organization**, but only at the level of such investigation or proceeding in which sanctions may be imposed on the **covered insured**.
- E. An investigation or proceeding commenced by the governmental or regulatory agency charged with the enforcement of compliance with regulations pertaining to the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), whether or not the **covered insured** was in violation of such regulations.
- F. An investigation or proceeding commenced by the governmental or regulatory agency charged with the enforcement of compliance with regulations pertaining to the Omnibus Budget Reconciliation Act of 1990 ("OBRA '90"), whether or not the **covered insured** was in violation of such regulations.
- G. An investigation or proceeding commenced by the governmental or regulatory agency charged with the enforcement of compliance with the Occupational Safety and Health Administration ("OSHA") regulations pertaining to bloodborne pathogens, whether or not the **covered insured** was in violation of such regulations.
- H. A claim or investigation instituted by a patient of the **covered insured** alleging errors or omissions by the **covered insured** in billing statements for **professional services** rendered to such patient.

**Criminal prosecution** means any governmental action seeking enforcement of criminal laws, including offenses for which conviction could result in imprisonment.

**Legal expenses** means the normal, reasonable and customary charges of the **appointed counsel** in defending a **covered insured** in any **covered investigation**, including reasonable out-of-pocket charges incurred by such

**appointed counsel. Legal expenses** does not include damages, fines, judgments or penalties that may be assessed in any **covered investigation** or paid in any settlement thereof, or expenses incurred in the defense of any **criminal prosecution**.

**Utilization and quality control peer review organization** means a utilization and quality control peer review organization under contract with the U. S. Department of Health and Human Services to review the professional activities of physicians and other health care practitioners and providers under the federal Social Security Act, as amended, while acting within the scope of its duties under such contract.

#### **I. INSURING AGREEMENT**

We will pay on behalf of any **covered insured** the **legal expenses** incurred by such **covered insured** in the course of a **covered investigation**, provided that:

- A. the incident giving rise to the **covered investigation** occurs on or after the **retroactive date** applicable to such **covered insured** and prior to the termination of the **policy**;
- B. the **covered insured** first receives written notice of the commencement of the **covered investigation** within the **policy period**; and
- C. the **covered investigation** is first reported to **us** during the **policy period**.

We will pay **legal expenses** contemplated herein (1) directly to **appointed counsel** if we elect to appoint such counsel or (2) to the **covered insured** upon presentation of **appointed counsel's** invoices and evidence of payment by the **covered insured** if we elect to reimburse costs of **appointed counsel** selected by the **covered insured**.

#### **II. LIMIT OF LIABILITY**

The Legal Expense Coverage Limit specified as "Each Covered Investigation" is the total of **our** liability to each **covered insured** resulting from any one **covered investigation**. The Legal Expense Coverage Limit specified as "Each Policy Period" is the total limit of **our** liability to all **covered insureds** resulting from all **covered investigations** which are first reported during the **policy period**.

#### **III. NO REPORTING ENDORSEMENT AVAILABLE**

No **Reporting Endorsement** is available for the coverage provided in this Legal Expense Coverage Part. The coverage provided herein shall terminate at the end of the **policy period**.

#### **V. DEDUCTIBLE**

Coverage for any **covered investigation** is subject to a deductible if a "Deductible" is shown above. For each **covered investigation**, each **covered insured** shall be required to pay **legal expenses** in an amount equal to the deductible before **our** obligation to pay **legal expenses** arises, and **our** limit of liability will be reduced by the amount of the deductible. The **policyholder** shall pay the deductible within thirty (30) days after written demand. The **policyholder** agrees to pay all costs, including attorneys' fees and court costs, incurred by **us** in collecting any deductible.

**HEALTH CARE PROFESSIONAL LIABILITY POLICY  
ALLIED HEALTH PROFESSIONALS - PREFERRED  
NEW YORK EXCLUSIONARY AND PATIENT COMPENSATION FUND  
ENDORSEMENT**

**POLICYHOLDER:**  
Dr. Farid Ullah, M.D.

**EFFECTIVE DATE:**  
(if no date is stated, this endorsement is  
effective as of the coverage effective date)

**POLICY NUMBER:** AIC8399512

In consideration of the premium at which the **policy** has been written, the **policy** will neither defend nor pay **damages** on behalf of an **insured** because of any **professional incident** arising from **professional services** rendered within the state of New York

Section IV (Limits of Liability and Deductibles) of the Health Care Professional Liability Policy is hereby amended to include the following:

Notwithstanding any other provision of the **policy**, with respect to any **professional incident** arising from **professional services** within a state possessing a patient compensation fund or patient catastrophic fund **our** limit of liability shall not exceed and is automatically reduced to the minimum coverage amount that will qualify the insured for the state compensation or catastrophic fund coverage applicable to such **professional incident**.

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS - PREFERRED REDUCED LIMITS FOR VICARIOUS LIABILITY ENDORSEMENT

**POLICYHOLDER:**  
Dr. Farid Ullah, M.D.

**POLICY NUMBER:** AIC8399512

**EFFECTIVE DATE:**  
(if no date is stated, this endorsement is  
effective as of the coverage effective date)

Section IV (Limits of Liability and Deductibles) of the Health Care Professional Liability Policy is hereby amended to include the following:

Notwithstanding any other provision of the **policy**, with respect to any **professional incident** in which an **insured** is vicariously liable for any act or omission by any entity or individual who is (1) not insured by **us** and (2) licensed, certified, or otherwise authorized to provide **professional services** (a "Third-Party Tortfeasor"), **our** limit of liability shall not exceed any insurance, self insurance, self-insured retention, self-insured trust, or risk transfer instrument of any kind (whether collectible or not) available to the Third-Party Tortfeasor. In the event the Third-Party Tortfeasor has no valid insurance, self insurance, self-insured retention, self-insured trust, or other risk transfer instrument that applies to the **professional incident** in question, this **policy** shall provide no coverage for the **professional incident**.

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS PROFESSIONAL SERVICES ENDORSEMENT

**POLICYHOLDER:**  
Dr. Farid Ullah, M.D.

**POLICY NUMBER:** AIC8399512

**EFFECTIVE DATE:**  
(if no date is stated, this endorsement is  
effective as of the coverage effective date)

The above-numbered policy is hereby modified as follows:

The definition of **professional services** is deleted and replaced with the following:

**Professional services** means services rendered by an **insured** or by any person acting under the personal direction, control or supervision of the **Insured** on behalf of and within the scope of the profession or business of the **policyholder**. The profession or business of the **policyholder** is Medical Director

The definition of **professional incident** is deleted and replaced with the following:

**Professional Incident** means any negligent act, error or omission in the furnishing of **professional services** by an **insured** or by any person acting under the personal direction, control or supervision of the **Insured**. Any such negligent act, error or omission together with all related acts, errors or omissions in the furnishing of such **professional services** shall be considered one **professional incident**.

**HEALTH CARE ENTITY LIABILITY POLICY  
ALLIED HEALTH PROFESSIONALS  
MEDICAL DIRECTOR – ADDITIONAL INSURED ENDORSEMENT**

**POLICYHOLDER:**  
Dr. Farid Ullah, M.D.

**POLICY NUMBER:** AIC8399512

**EFFECTIVE DATE:**  
(if no date is stated, this endorsement is  
effective as of the coverage effective date)

The Professional Liability Coverage Part is hereby amended as follows:

The term **insured** shall include the Medical Director of the **policyholder** while acting within the scope of that person's administrative duties as such, except that we will neither defend nor pay **damages** for any liability of the Medical Director for the rendering of or failure to render **professional health care services** by the Medical Director while acting within his or her capacity as a physician or surgeon in the treatment, or direction of the treatment, of a patient.

# HEALTH CARE PROFESSIONAL LIABILITY POLICY ALLIED HEALTH PROFESSIONALS - PREFERRED FLORIDA STATE AMENDATORY ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE POLICY TO CONFORM TO REQUIREMENTS OF FLORIDA LAW.

1. Section IV. of the General Conditions, form RMC-AP-041 is hereby deleted and replaced by the following:

#### IV. INSUREDS' DUTIES

- A. When any **assertion of liability** to which this insurance applies is made, including any notice of intent to initiate litigation for medical malpractice pursuant to Florida Statutes § 766.106, the **insured** or his representative must **report the professional incident** which is the subject of the **assertion of liability** as soon as possible, but not later than 30 days thereafter.
- B. Each **insured** shall cooperate with **us** and, upon **our** request, assist in making settlements, in the review process prescribed under Florida Statutes § 766.106, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to such **insured** because of injury with respect to which insurance is afforded under this **policy**, and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No **insured** shall make any payment, assume any obligation, accept responsibility or provide information concerning the **professional incident** except to **us** or such **insured's** legal counsel.
- C. If a claim is made or suit is brought against any **insured**, or if any **insured** receives notice of intent to initiate litigation for medical malpractice pursuant to Florida Statutes § 766.106, such **insured** shall immediately forward to **us** every demand, notice, summons or other process received by such **insured** or any representative of such **insured**.
- D. No **insured** shall alter, destroy, or dispose of patient records or otherwise misrepresent or conceal facts pertinent to any incident, claim or suit.
- E. Each **insured** shall notify **us** in writing, within thirty (30) days after the occurrence of any one or more of the following:
  1. Such **insured** undergoes treatment, or is advised by a physician, peer review committee, hospital credentialing committee or licensing agency to undergo treatment for alcohol, drug or other substance abuse, or for psychiatric illness;
  2. Such **insured** suffers an illness or physical defect which impairs, or is likely to impair, such **insured's** ability to practice for a period of thirty (30) days or more;
  3. Such **insured** is convicted of, or pleads guilty or no contest to, any felony or misdemeanor other than minor traffic offenses;
  4. Such **insured's** license to practice medicine or dentistry, or to dispense medicine, or otherwise to deliver health care services of any type, is revoked, suspended, surrendered or limited in any respect, or such **insured** is called to appear before any licensing agency, peer review committee, professional standards review committee or credentialing committee in a proceeding seeking to terminate, revoke or limit such **insured's** employment or privilege to practice; or
  5. Such **insured's** privilege to practice is terminated, revoked or limited by the **policyholder**, any hospital or other employer, whether by reason of termination of employment or otherwise.

If any **insured** fails to comply with any obligations under this **policy**, **our** obligations to such **insured** under this **policy** shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. In addition, in the event an **insured** fails to notify **us** of the occurrence of any event described in paragraph E above within thirty (30) days after the occurrence thereof, the **policy** may be canceled by **us** at any time after such failure, and neither the **policyholder** nor any **insured professional** shall have the right to purchase a **Reporting Endorsement**.

2. Section X. of the General Conditions, form RMC-AP-041 is hereby deleted and replaced by the following:

## X. CANCELLATION

The **policyholder** may cancel by:

- A. Surrendering the **policy** to **us** or any of **our** authorized agents; or
- B. Mailing to **us** written notice stating when thereafter the cancellation shall be effective.

**We** may cancel the **policy** by mailing or delivering to the **policyholder** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- A. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- B. 20 days before the effective date of cancellation if **we** cancel for any other reason during the first 90 days in which the **policy** is in force; or
- C. 45 days before the effective date of cancellation if **we** cancel for any other reason after the policy has been in force for 90 days.

**We** will mail or deliver written notice to the **policyholder's** last mailing address known to **us**. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.

If the **policy** is cancelled, **we** will send to the **policyholder** any premium refund due. If **we** cancel the **policy** for non-payment of premium, no **insured professional** shall have an option to purchase a **Reporting Endorsement**. If the **policyholder** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. In any case, and notwithstanding any other provision herein, the minimum earned premium shall be twenty-five percent (25%) of the total premium shown on the **Coverage Summary**.

**HEALTH CARE PROFESSIONAL LIABILITY POLICY  
ALLIED HEALTH PROFESSIONALS - PREFERRED  
AMENDATORY ENDORSEMENT**

**POLICYHOLDER:**

Dr. Farid Ullah, M.D.

**EFFECTIVE DATE:**

(if no date is stated, this endorsement is  
effective as of the coverage effective date)

**POLICY NUMBER:** AIC8399512

The **policy** is hereby amended as follows:

Notwithstanding any other provision of the policy, it is understood and agreed that we will pay on behalf of an insured all sums which the insured shall become legally obligated to pay as damages and defense costs provided the professional incident arises from professional services rendered while the insured is acting within the capacity as Medical Director of the following:

Nassau County Fire & Rescue

It is further agreed, that the insurance provided by this policy is limited to damages and/or defense costs arising out of injury caused by administrative duties performed while acting within the capacity and the scope of the Insured's duties as Medical Director, but not including the treatment, reporting of test results or direction of treatment, of any patient.

