

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2258

CONTRACTOR INFORMATION

Name: Farid Ullah, M.D.

Address: 1340 S. 18th Street, Suite 202, Bldg. A Fernandina Beach, FL 32034
City State Zip

Contractor's Administrator Name: Farid Ullah, M.D. Title: Medical Director

Tel#: 904-261-9786 Fax: 904-261-6567 Email: _____

CONTRACT INFORMATION

Contract Name: Medical Director Services for Basic Life Support and Advanced Life Support Contract Value: \$20,907.00

Brief Description: Provide Basic Life Support (BLS) and Advanced Life Support (ALS) services for Fire Rescue as required under Section 401.265(1) Florida Statutes

Contract Dates : From: 10-16-15 to 10-15-16 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

15 SEP 30 AM 9:11

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--------------------------------------------|----------------|------------------------|
| 1. | <u>[Signature]</u> | <u>9-29-15</u> | <u>01261526-531034</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. | <u>[Signature]</u> | <u>10-1-15</u> | |
| | Contract Management | Date | |
| 3. | <u>[Signature]</u> | <u>10-5-15</u> | |
| | Office of Management & Budget | Date | |
| 4. | <u>[Signature]</u> | <u>10-5-15</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 10/6/15
 Ted Selby Date

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 6th day of October, 2015, 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, 1340 S. 18th Street, Suite 202, Bldg. A, 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 16th day of October, 2015, and shall end on the 15th day of October, 2016. 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.
1340 S. 18th Street, Bldg. A
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

BRIAN SLOAN

(Printed Name of Witness for Dr. Ullah)

Insured's Name: Dr. Farid Ullah Policy # AIC8681416

Insured's Florida Zip Code County of Risk

32035 Nassau

Policy Dates: From: 01/31/2016 To: 01/31/2017

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: JOSEPH PRICE PERRY III License #: A204792

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:	\$ <u>1,779.00</u>	Policy Fee:	\$ <u>35.00</u>
Inspection Fee	\$ <u>0.00</u>	Service Fee:	\$ <u>3.17</u>
Tax:	\$ <u>90.70</u>	Citizen's Assessment:	\$ <u>0.00</u>
EMPA Surcharge:	\$ <u>0.00</u>	FHCF Assessment:	\$ <u>0.00</u>
Carrier Admin Fee or PCA:	\$ <u>0.00</u>	Clearinghouse Fee:	\$ <u>0.00</u>

Filing Confirmation No.: A043828128542

Surplus Lines Agent's Countersignature: 

"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."

"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."

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: AIC8681416

POLICY PERIOD BEGINNING: 1/31/2016

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

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 Broker:
Daniel Alan Myer
EO92346
3000 Bayport Drive Suite 485
Tampa, FL 33607

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: AIC8681416

POLICY INVOICE DATE: 1/29/2016

POLICY PERIOD BEGINNING: 1/31/2016

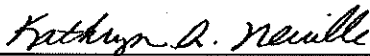
POLICY ISSUE DATE: 1/29/2016

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

Title	Form Number
Florida Information Page	RMC-AP-INFO.FL 02 13
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
Cross Policy Liability Exclusion	RMC-AP-206 04 11
Preferred New York Exclusionary and Patient Compensation Fund Endorsement	RMC-AP-666 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 07 14
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.
2334S. 8th Street

Fernandina Beach, FL 32034

2. Policy Number: AIC8681416

3. Policy Period: From 1/31/2016 to 1/31/2017 12:01 a.m. Standard Time at the address of the policyholder as stated above.

4. Total Premium: \$ 1,779.00

Total: \$ 1,779.00

5. Schedule of Insureds:

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

<u>Name</u>	Limits of Liability		<u>Each Professional Incident</u>	<u>Annual Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
	<u>Retroactive Date</u>	<u>Termination Date</u>				
6. Dr. Farid Ullah	9/15/2008		500,000	1,000,000	1,000	N/A

7. Schedule of Insured Professions:
Dr. 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.

II. 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.

III. 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.

IV. 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
CROSS POLICY LIABILITY EXCLUSION**

POLICYHOLDER:
Dr. Farid Ullah, M.D.

POLICY NUMBER: AIC8681416

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

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 for which any insurance coverage is available to the insured on any policy of insurance written by ProNational Insurance Company or The Medical Assurance Company, Inc.

**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: AIC8681416

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 PROFESSIONAL SERVICES ENDORSEMENT

POLICYHOLDER:
Dr. Farid Ullah, M.D.

POLICY NUMBER: AIC8681416

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: AIC8681416

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.

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**.

3. Section II. of the Professional Liability Coverage Part, form, RMC-AP-041 04 11, is hereby deleted and replaced by the following:

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** that, 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 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 conflicts of interest.

We have the right to make settlement of any claim or suit that **we** deem expedient. **We** are authorized to make, and to conclude, without the permission of the **insured**, any offer of admission of liability and for arbitration pursuant to Florida Statutes § 766.106, settlement offer, or offer of judgment, if the offer is within the **policy** limits. The **insured** shall not have the right to veto any offer of admission of liability and for arbitration pursuant to s. 766.106, settlement offer, or offer of judgment if the offer is within the limits of liability of the **policy**.

We have the right to take an appeal from any judgment against an **insured** in our sole discretion, but **we** shall not be obligated to do so.

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

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

POLICYHOLDER:
Dr. Farid Ullah, M.D.

POLICY NUMBER: AIC8681416

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

The policy is hereby amended as follows:

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:

Fernandina Beach Fire and 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.

**Claims Procedure for
Submitting Loss Notices**

PROASSURANCE
MID-CONTINENT
UNDERWRITERS, INC



To avoid processing delays, please submit Loss Notices directly to ProAssurance Mid-Continent’s Claims Department via fax, email, or mail.

In the event of a claim, please provide:

Name of contact person at insured's office: _____

Contact person's office address: _____

Contact person's direct phone number: _____

Main office number: _____

Contact person's email address: _____

Insured's website address: _____

Fax to: 855.677.5542

Email to: midclaims@proassurance.com

Mail to: Claims Department
ProAssurance Mid-Continent Underwriters, Inc.
PO Box 590009
Birmingham, AL 35259-0009

One of our claims staff will contact you via email to acknowledge receipt of each loss notice you submit. Thank you for your assistance.

By: _____
Producing Broker’s Signature Producing Broker (Print Name)

Peggy Snyder

From: Charlotte Young <cyoung@nassaucountyfl.com>
Sent: Tuesday, February 09, 2016 2:16 PM
To: Risk; Connie Arthur; Matt Graves
Cc: Diana Siebers; Brenda Linville; Peggy Snyder; Constance Holmes
Subject: FW: Dr. Farid Ullah 16/17 PL policy (Fernandina Med Dir)
Attachments: Ullah, Farid (CM2258) (01-31-16 to 01-31-17).pdf

Please find attached certificates of insurance for Dr. Farid Ullah, Contract No. CM2258

From: Dawn Krass
Sent: Tuesday, February 09, 2016 12:54 PM
To: Charlotte Young; Matt Graves
Cc: Dawn Krass
Subject: Fw: Dr. Farid Ullah 16/17 PL policy (Fernandina Med Dir)

Dawn Krass
Permit Specialist
Nassau County Building Department
96161 Nassau Place
Yulee, FL 32097
Phone: (904) 530-6250
Fax: (904) 321-5763
Email: dkrass@nassaucountyfl.com

From: JP Perry Ins/NO REPLY <JPPerrypolicytransmission/NOREPLY@jpperry.com>
Sent: Tuesday, February 9, 2016 11:30 AM
To: sullah424@aol.com; Dawn Krass; syoung@nassaucountyfl.com
Subject: Dr. Farid Ullah 16/17 PL policy (Fernandina Med Dir)



3342 Kori Road
Jacksonville, FL 32257
Phone: 904-268-7310
Fax: 904-900-2222

Policy Type: Professional Liability
Policy #: AIC8681416
Company: Swett & Crawford
Effective: 1/31/2016-1/31/2017

Dear Susan:

Thank you for choosing J.P. Perry Insurance. The attached policy represents your contract with the insurance company and outlines all the limits, coverages and responsibilities of each party.

Please review these documents to make sure that they agree with your understanding of the coverage to be provided. If there are any discrepancies or if you have any questions about anything contained in the policy, please make sure you bring it to our attention as soon as possible.

Also attached is a copy of our current Terms & Conditions. Payment of the renewal premium constitutes acceptance of, understanding of, and agreement to these Terms & Conditions. If you have any questions, please feel free to give us a call.

J.P. Perry Insurance will always strive to deliver the kind of courteous and professional service you deserve and expect. Thanks again for allowing us the privilege of servicing your insurance needs and we look forward to our continued relationship.

Kerri J. Henderson
Account Executive
khenderson@jpperry.com

Melanie D. Connell
Account Manager
mconnell@jpperry.com

TERMS AND CONDITIONS

- The following Terms & Conditions apply to the relationship between JP Perry Insurance, Inc. and any and all entities purchasing coverage through JP Perry Insurance, Inc. This includes all of the Named Insured's as well as any other entities that may be covered by the aforementioned policy.
- All quotes provided by JP Perry Insurance, Inc., also referred to herein as "the agency", are good faith estimates only. Quotes are based on information provided to us by you and the business you represent, also referred to as "the customer", and by the insurance companies quoting or writing coverage. Quotes and policies are subject to underwriting rules and requirements, such as loss history, driver records, and loss control inspections. Quotes and/or policies may differ from the coverage applied for on the application. If there are unacceptable variations from the application, it is the customer's responsibility to notify the agency.
- The customer has purchased insurance based on their own desires and interests. The agency makes no claim or warranty that all possible coverages or options have been offered. It is the customer's sole responsibility to judge the suitability and adequacy of their insurance policies for their own purposes, and to understand the limits, perils insured against, exclusions, and limitations of the

policies. The insurance policy is the contract between you and the insurance company. Read your policy and bring to your agent's attention any aspect that you do not understand, and any desired changes to the limits, coverages and/or deductibles.

- JP Perry Insurance, Inc. does not warrant any of the limits contained in the proposal or policy are adequate for the needs of the customer. Higher limits of coverage may be available.
- JP Perry Insurance, Inc. does not guarantee the financial status or solvency of any insurance company, organization, professional employer organization (PEO), self-insurance fund, reciprocal, other entities or insurance vehicles that may provide coverage. Some insurance providers are assessable and you should read their application and/or disclosure form(s). The agency will provide any information we have regarding insurance company ratings or financials upon request.
- The insured expressly grants JP Perry Insurance, Inc. the authority to cancel any or all policies in order to recover monies due because of non-payment of premium on any policy. Some policies contain cancellation provisions where as any return premiums are at the discretion of the insurance company.
- The individual signing for the company hereby agrees to personally indemnify the agency for any non-payment by the corporation or other entity for which they sign. In the event legal proceedings are necessary to collect premiums due or enforce any aspect of these terms and conditions, JP Perry Insurance, Inc. shall be entitled to collect reasonable attorney's fees.
- Some of your policies may be written through an authorized Excess and Surplus Lines Market. The agency does not control the binding of these policies. These policies may be subject to exclusions and/or limitations of coverage that are not found in standard forms. Should a policy be cancelled, the refund of unearned premium, if any, will be determined at the sole discretion of the company.
- Property valuations for buildings, business personal property, business income and/or any other items insured, are the responsibility of the customer. It is also responsibility of the customer to notify the agency should there be changes in the valuations and/or increased cost of construction of properties. The agency or insurance company may from time to time use building replacement cost calculations in an attempt to determine coverage levels acceptable to the insurance company. Coverage levels acceptable to the insurance company may or may not be appropriate for the customer's needs. These calculations do not remove the customer's responsibility for determining adequate replacement cost coverage for buildings, business personal property, business income, equipment or any other property to be insured. The customer expressly holds the agency harmless and agrees to indemnify the agency for any alleged error or omission in property or other valuations.
- Many policies contain coinsurance penalties. You will be assessed a penalty if you have a loss and your property does not meet the coinsurance requirements of the policy. The customer is responsible for purchasing adequate property limits that meet the required coinsurance percentage. You may need to obtain, at your expense, a professional appraisal to determine the replacement cost value of your property. JP Perry Insurance, Inc. relies on the customer's assertion of property values and makes no guarantee that property values are adequate.
- In the event any policies have a tentative rate provided by the Insurance Service Office, the final rate is subject to inspection and promulgation by the Insurance Service Office (ISO). The customer agrees that any additional premium resulting from ISO inspections is due and payable when billed.

- Flood coverage is excluded under most policies and may be purchased separately.
- Pollution and pollution cleanup are excluded or limited in most policies. Coverage for these exposures may be available.
- Your policy may contain auditable exposures whereby the final premium is determined by multiplying "the rate" times "the basis", such as payroll, sales, cost, etc., or under which vehicles and their weights, operation territory, and radius of operation are subject to verification and rate adjustment. Exposures requiring code changes will be governed by the rules of the Insurance Service Office (ISO) for General Liability and the National Council on Compensation Insurance for Workers' Compensation. The customer understands and agrees that the General Liability and/or Workers' Compensation codes are subject to change as a result of the final audit. Any change in the classification codes can also generate an endorsement to the current year's policy. Audit changes to the exposure basis or codes may generate additional premiums.
- The customer agrees any additional premiums resulting from said audit calculations are due when billed. Failure to pay audit premiums subjects all current term policies to cancellation. Any return premiums will be applied to outstanding audit balances. Some policies may be written on a minimum and deposit basis where additional premiums may apply if the exposure basis is higher than estimated but no monies will be returned if the audit reveals a lower exposure basis.
- Coverage for liability arising from employment related practices, such as sexual harassment, discrimination, Americans with Disabilities Act violations, and ERISA, COBRA or other legislative violations, is not provided by most general liability policies. Employment Practices Liability coverage may be available for purchase separately.
- Liability under the Jones Act and/or the Longshoreman's and Harbor Worker's Act are not covered by most policies. JP Perry Insurance, Inc. recommends consultation with an attorney to determine if you have any exposure under the above laws.
- It is imperative that all claims be reported promptly to the agency or to the insurance company.
- All coverages are afforded by a written binder or by a company-issued policy. No coverage is in force until written confirmation is received from the agency or the insurance company. All additions, deletions, or other changes must be issued by the insurance company to be valid.
- Should there be any material changes in your operations, you are responsible to report to the changes to the agency.
- Most policies have territorial limits of which you should make yourself aware if you do business or have business travel outside the territorial limits of the United States. For Workers' Compensation insurance, coverage must be purchased for each and every state in which your employees reside.

ADDITIONAL COVERAGES THAT MAY BE AVAILABLE INCLUDE BUT ARE NOT LIMITED TO:

401K Plans

Errors & Omission Liability

Pollution Liability

Accounts Receivable	Estate Planning	Power Failure
Automobile	Fiduciary Planning	Prepaid Legal
Aviation	Flood	Professional Liability
Boiler & Machinery	Garage Liability	Rented Equipment
Bonds	Garagekeepers	Retirement Plans
Builder's Risk	Glass	Signs
Building Ordinance or Law	Group Health	Stop Gap Liability
Business Income / Extra Expense	Property & Casualty	Surety Bonds
Computers / Data Processing	Installation Floater	Systems Breakdown
Contractor's Equipment	International Exposures	Terrorism
Credit Insurance	Kidnap and Ransom	Tools & Equipment
Crime	Life Insurance	Transit or
		Transportation
Difference in Conditions	Liquor Liability	Umbrella
Director's & Officer's Liability	Long Term Care	Uninsured Motorists
Disability Income	Marine	USL&H
Earthquake	Mobile Equipment	Valuable Papers &
		Records
Employee Benefits	Off Premises	Power Watercraft Liability
	Interruption	
Employee Benefits Liability	Owners'/Contractors'	Workers' Compensation
	Protective	
Employee Dishonesty	PEO & Payroll Services	
Employment Related Practices Liability	Personal Auto & Home	

- Should a court of competent jurisdiction declare any of the terms and conditions set forth in this document unenforceable, the parties agree that such court shall be authorized to modify such terms so as to render the remaining terms and the modified terms valid and enforceable to the maximum extent possible, and as so modified, to enforce this agreement in accordance with its terms. In accordance with the foregoing, if any of the terms shall be held to be excessively broad, it shall be limited to the extent necessary to comply with applicable law.
- No information or representation given or made by anyone contradicting or in conflict with any of these terms is valid regardless of whether it is written or oral. If you have any questions about these terms and conditions, please seek written explanations from an officer of JP Perry Insurance, Inc. The customer agrees that these terms and conditions apply to the current policy(ies), all future renewals, continuations, changes, replacements or new policies and coverages, until and unless replaced by a subsequent signed terms and conditions form.
- Acceptance of this proposal by signature or by payment of premium constitutes acceptance of, understanding of, and agreement to these terms and conditions.

The information contained in this e-mail and the attachments transmitted herewith is confidential and is intended solely for the use of the individual or entity to whom it is addressed. This e-mail and the attachments sent herewith may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering this information to the intended recipient, please (1) be advised that any use, dissemination, forwarding, or copying of this document IS STRICTLY PROHIBITED; and (2) please notify the sender immediately and delete this message and all copies and backups thereof. Thank you.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

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