

CLAIMS-MADE PROFESSIONAL LIABILITY INSURANCE EXPRESS APPLICATION

For Healthcare Facility Physicians

APPLICATION INSTRUCTIONS AND CHECKLIST

Prior to completing the attached application, please read and follow these instructions. Please verify that all required attachments are included so that we may process your application promptly and efficiently.

- Please complete this form electronically or print your responses legibly.
- Please sign and date the application where indicated.
- All information requested must be fully and accurately completed.
- If changes or corrections must be made to the completed application, strike out or line through the incorrect information, write in the modification, and initial and date the change.
- If a particular question does not apply to you, please write "N/A."
- The Medical Procedures questionnaire must be completed. If the procedures you perform are not mentioned in the questionnaire, please list them in the Remarks section.
- If you wish to explain any of your answers, please use the Remarks section. If you need additional space, please continue your answers on a separate page and attach it to the application.
- Claims information should be provided for a six-year experience period. This applies to open and closed claims and to any incidents reported to a previous carrier. It is important that you provide complete and detailed claims information, including current carrier loss runs.

Required Attachments

Please include a current copy of each of the following documents with the application:

- Your loss runs from all insurance carriers that insured you for the past six years (if applicable)

Except to the extent as may otherwise be provided in the policy and its endorsements, the coverage of a claims-made policy is limited generally to liability for only those claims that are first reported in writing to the Company while the policy is in force.

Insurance coverage is subject to underwriting approval and payment of the premium. No coverage exists until the premium is received and a binder or coverage summary, together with any endorsements that may apply, has been issued to the first named insured.

If you need additional forms or have any questions about the application, please contact your broker/agent, or call The Doctors Company at (800) 421-2368. To download a fillable PDF, please visit www.thedoctors.com/facilityphysician-apply.

IDENTIFYING INFORMATION

THE FOLLOWING SECTION MUST BE COMPLETED BY THE HEALTHCARE FACILITY PHYSICIAN

1. Name of healthcare facility: _____
Healthcare facility address: _____
City: _____ State: _____ Zip: _____
The Doctors Company healthcare facility policy number (if available): _____
2. Physician's full legal name: _____
3. Home address: _____
4. City: _____ State: _____ Zip: _____
5. Home phone number: _____ Fax number: _____
6. E-mail address: _____
7. Date of birth: _____ 8. Social security number: _____
9. Requested effective date (coverage start date): _____
Requested retroactive date (prior acts date): _____
10. If prior acts coverage is not being requested, are you purchasing extended reporting (tail) coverage from your prior carrier?
 Yes No *If yes, please provide proof of tail coverage. If no, please explain in the Remarks section.*
11. Medical specialty: _____
12. Are you American Board Certified in your specialty? Yes No Board eligible? Yes No
13. If so, please provide name of of American Specialty Board: _____
14. Are you licensed by the state in which you now practice? Yes No Are you licensed in other states? Yes No
15. Federal DEA number: _____
16. Medical license number: _____ State: _____ Expiration date: _____
 Permanent Temporary
17. Number of hours worked per week at healthcare facility: _____
Total hours worked at ALL healthcare facility locations, if more than one (1): _____
18. Your work at the healthcare facility is performed as: Independent contractor Salaried employee
19. If you are not a resident or full-time physician at this facility, describe the balance of your medical practice.

COVERAGE INFORMATION

20. Has a professional liability claim been made, filed, or threatened against you in the last six (6) years? Yes No

If yes, please complete the attached Claim Information form for each claim/incident.

21. Do you know of any incident that might provide a basis for any claim or suit to be brought against you or the healthcare facility? Yes No

If yes, please provide details in the Remarks section for each case.

22. Are you insured under any other policy? Yes No

If yes, please provide the name of your carrier: _____

23. Will your own policy provide coverage to you for services you render on behalf of this healthcare facility? Yes No

24. Has any medical professional liability insurer canceled coverage, declined coverage, refused renewal, or renewed your coverage under restrictive conditions? Yes No

If yes, please provide details in the Remarks section for each case.

25. Have you ever been investigated by any Department of Professional Regulations, State Board of Medical Examiners and/or Board of Dental Examiners, the State Licensing Authority, Narcotics Bureau, or other state or federal governmental agency? Yes No

If yes, please provide details in the Remarks section for each case.

26. Have you ever been indicted, pled guilty to, or been convicted of any crime other than minor traffic violations? Yes No

If yes, please provide details in the Remarks section for each case.

27. Please describe the specific professional services you will be rendering on behalf of this healthcare facility.

MEDICAL EDUCATION

28. a. Medical School: _____ City: _____ State: _____

Country: _____ Year Graduated: _____ Degree: _____

If you are a foreign medical graduate, did you complete your Educational Counsel for Foreign Medical Graduates Certificate (ECFMG)? Yes No

If yes, please attach a copy of your certificate.

b. Internship

Hospital: _____ City: _____ State: _____ From _____ To _____
mm/yyyy mm/yyyy

c. Residency

Hospital: _____ City: _____ State: _____ From _____ To _____
mm/yyyy mm/yyyy

Specialty: _____

d. Fellowship in _____ Subspecialty: _____

Hospital: _____ City: _____ State: _____ From _____ To _____
mm/yyyy mm/yyyy

PRACTICE INFORMATION

PRACTICE INFORMATION (use a separate sheet if necessary)

29. I have practiced at the following locations during the past ten (10) years (not including training).

a. Name of practice: _____ From: _____ To: _____
mm/yyyy mm/yyyy

Type of practice (e.g., Medical Group, HMO): _____ City: _____ State: _____

b. Name of practice: _____ From: _____ To: _____
mm/yyyy mm/yyyy

Type of practice (e.g., Medical Group, HMO): _____ City: _____ State: _____

30. List hospitals to which you are applying for staff privileges or are currently a staff member, and the percentage of patient admissions for each hospital during the last twelve (12) months, including consultations.

_____	_____	_____	_____
Hospital	%	Hospital	%
_____	_____	_____	_____
Hospital	%	Hospital	%

31. Does the practice use an Electronic Health Record?

Yes No *If yes, please provide the name of the practice's EHR provider:* _____

MEDICAL PROCEDURES

Do you perform any procedures for which you did not receive training in your residency or that are outside the customary scope of practice of your specialty?

Yes No *If yes, please list the procedures:*

Do you perform bariatric surgery? Yes No

Do you operate on the spine? Yes No

Do you perform deliveries? Yes No

If yes, how many deliveries do you perform per year?
In a hospital: _____ In a birthing center: _____ In a patient's home: _____

Do you perform in vitro fertilization (IVF)? Yes No

Please indicate if you or any of your staff perform the following procedures:

	Physician	Non-Physician Licensed Staff	Non-Licensed Staff
Botox Injection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Peel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cosmetic Tattooing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laser Hair Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laser Wrinkle Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microdermabrasion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sclerotherapy (Specify procedure _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Cosmetic Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please check all procedures that you perform:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Abortion | <input type="checkbox"/> Closed Reduction (other than simple) | <input type="checkbox"/> Hysterectomy | <input type="checkbox"/> Therapeutic Abortion |
| <input type="checkbox"/> Adenoidectomy | <input type="checkbox"/> Colonoscopy | <input type="checkbox"/> Laparoscopy | <input type="checkbox"/> Tonsillectomy |
| <input type="checkbox"/> Anal Fistulectomy | <input type="checkbox"/> Cryotherapy and LEEPs | <input type="checkbox"/> Myringotomy | <input type="checkbox"/> Tubal Ligation |
| <input type="checkbox"/> Analgesia, IV Conscious Sedation | <input type="checkbox"/> Culdocentesis | <input type="checkbox"/> Nasal Polypectomy | <input type="checkbox"/> Vasectomy |
| <input type="checkbox"/> Anesthesia (Spinal) | <input type="checkbox"/> Dilatation and Curettage | <input type="checkbox"/> Normal Vaginal Delivery | <input type="checkbox"/> VBAC |
| <input type="checkbox"/> Appendectomy | <input type="checkbox"/> Elective Cardioversion | <input type="checkbox"/> Oophorectomy | <input type="checkbox"/> Vein Stripping |
| <input type="checkbox"/> Cesarean Section Delivery | <input type="checkbox"/> Endometrial Biopsy | <input type="checkbox"/> Orchiectomy | <input type="checkbox"/> Weight Loss |
| <input type="checkbox"/> Cholecystectomy | <input type="checkbox"/> Endoscopic Procedures | <input type="checkbox"/> Prenatal & Postnatal Care | Diet _____ |
| <input type="checkbox"/> Circumcision (adult) | <input type="checkbox"/> Hemorrhoidectomy | <input type="checkbox"/> Salpingectomy | Meds _____ |
| <input type="checkbox"/> Circumcision (pediatric only) | <input type="checkbox"/> Hydrocelectomy | <input type="checkbox"/> Tendon Repair | |

CARDIOLOGY

- Cardiac Catheterization Coronary Angiography Coronary Angioplasty/Stents

COSMETIC PROCEDURES

- | | | |
|--|--|---|
| <input type="checkbox"/> Abdominoplasty | <input type="checkbox"/> Autologous Fat Injection | <input type="checkbox"/> Thermage |
| <input type="checkbox"/> Blepharoplasty | <input type="checkbox"/> Breast Augmentation | <input type="checkbox"/> Breast Reduction |
| <input type="checkbox"/> Coronal Lift | <input type="checkbox"/> Endoscopic-Assisted Forehead Lift | <input type="checkbox"/> Facial Laser Resurfacing |
| <input type="checkbox"/> Hair Implant | <input type="checkbox"/> Implants Other than Breast | <input type="checkbox"/> "Lifestyle" Lift |
| <input type="checkbox"/> Liposuction | <input type="checkbox"/> Rhinoplasty (Cosmetic) | <input type="checkbox"/> Rhytidectomy |
| <input type="checkbox"/> Penile-Related Cosmetic Procedure | <input type="checkbox"/> Rhinoplasty (Functional Only) | <input type="checkbox"/> Sex Reassignment Surgery |

OPHTHALMOLOGY

- Medical Treatment Only All Surgical Procedures
- Limited Surgical Procedures—limited to minor surgical procedures, including:
- Assisting in Surgery
 - Laser Trabeculoplasty
 - Laser Iridotomy
 - Laser Iridoplasty
 - Laser Ablation
 - Laser Capsulotomy
 - Laser Punctal Closure

PAIN MANAGEMENT

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Block (spine and non-spine) | <input type="checkbox"/> Cryoanalgesia | <input type="checkbox"/> Dorsal Column Stimulator Implants | <input type="checkbox"/> Kyphoplasty |
| <input type="checkbox"/> Epidural or Spinal Catheter | <input type="checkbox"/> Intra-Articular Block (joint injection) | <input type="checkbox"/> Intradiscal Electrothermal Therapy | <input type="checkbox"/> Vertebroplasty |
| <input type="checkbox"/> Myofascial Trigger Point Injections | <input type="checkbox"/> Nerve Root Injections | <input type="checkbox"/> Radio Frequency Nerve Ablation | <input type="checkbox"/> M.I.L.D. |
| <input type="checkbox"/> Rapid Detoxification | <input type="checkbox"/> Spinal Infusion Implant | <input type="checkbox"/> Spinal Infusion Pump | |
| <input type="checkbox"/> Spinal Stimulation Implant | <input type="checkbox"/> Spinal Stimulation Programming | <input type="checkbox"/> Stellate Ganglion Block | |

NOTE: If there are procedures that are not listed above that you perform, please provide us with a detailed list in the Remarks section or in a separate attachment.

SIGNATURE REQUIRED:

X

Applicant Signature

Date

Additional Coverage Offered by The Doctors Company

The insurance needs of today's medical practices are expanding. Consolidating your medical practice coverage through The Doctors Company will simplify your policy administration and allow you to focus on the practice of medicine. Please let us know if you are interested in these other lines of insurance by checking the appropriate box. Your agent or broker will contact you for an indication.

MediGuard® PLUS

MediGuard PLUS provides all the benefits and features of MediGuard® and CyberGuard® included in the The Doctors Company's standard coverage, with \$1,000,000 limits to protect your practice from potential high costs and exposure related to regulatory proceedings, including Medicare and Medicaid, RAC and ZPIC audits, and fraud allegations. Enhanced coverage for claims arising from the theft, loss, or accidental transmission of confidential patient or financial information is also included.

EPLI

Employment Practices Liability Insurance (EPLI) provides coverage to you and all your employees, past and even potential, including nurses, medical assistants, and office clerks. EPLI includes coverage for claims and complaints by employees regarding work discrimination, sexual harassment, wrongful termination, and challenges with the Federal Equal Employment Opportunity Commission (EEOC). Optional coverage is available for claims made by third parties (patients, vendors, and visitors).

Directors & Officers

Directors & Officers Liability Insurance (D&O) insures the entity, directors and officers, and employees for allegations and suits from competitors, customers/clients, investors and silent partners, creditors, and shareholders.

Notice: This is not a solicitation, nor is this an offer of insurance. These additional lines of insurance are currently available only in certain states. Please consult with your agent or broker if you are interested in these coverages. A separate application will need to be completed and underwritten. Once approval is given, a separate premium and invoice will be generated.

CLAIM INFORMATION

Please list each claim, incident or suit for alleged malpractice brought against the physician in the past six (6) years. Sufficient information must be provided to evaluate the medical aspects of the case specifically relating to the physician's involvement.

1. Name of patient: _____

2. Age: _____

3. Gender: Male Female

4. Relationship to patient (e.g., attending surgeon, consultant, primary surgeon, assistant surgeon):

5. Allegation(s): _____

6. Date of incident (MM/DD/YYYY): _____ 7. Location: _____

8. Insurance carrier(s): _____

9. Other defendants: _____

10. Present status: Open claim Closed claim
Date closed: _____
Indemnity and expenses reserved: _____
Loss of: \$ _____ Expenses paid: \$ _____
 Settlement Judgment

11. Conditions and diagnosis at time of incident:

12. Dates and description of professional services rendered:

13. Condition of patient subsequent to professional services (and dates of follow-up visits, if known):

I HEREBY DECLARE THE ABOVE INFORMATION IS COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**SIGNATURE
REQUIRED: X**

Applicant Signature

Date

AGREEMENTS & NOTICES

AGREEMENT: I do hereby warrant the truth of any statements and answers mentioned herein and on any attachments, and that I have not intentionally withheld any information that could influence the judgment of the Company in considering this application for professional liability insurance. Erroneous information or material misrepresentation will result in the immediate rescission of my insurance coverage.

AGREEMENT: I understand that no coverage will be bound by the Company until such time as I have signed the application—in ink—and returned the original to the Company with the required payment.

(Note: Your being approved for coverage by the Company does not imply acceptance by the Company of any contract or agreement or any liability assumed thereunder.)

AGREEMENT: I understand that in order to underwrite professional liability insurance, the Company must have access to all possible information concerning my professional conduct and experience. I hereby authorize and direct any medical society, medical doctor, hospital, residency program, insurance company, interindemnity arrangement, underwriter, or insurance agent to furnish any information concerning me or my medical practice that the Company may request.

AGREEMENT: I understand that in connection with this application for insurance, the Company may review my credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. The Company may use a third party in connection with the development of my insurance score.

AGREEMENT: Since I understand that the free exchange of information is essential, I agree that any person or organization furnishing information to the Company pursuant to this consent and direction, together with the agent, employees, or officers of such person or organization, will not be liable to me in any way for furnishing such information.

**SIGNATURE
REQUIRED: X**

Applicant Signature

Date

Notice to Alabama Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Notice to District of Columbia Applicants: **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to Florida Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Notice to Kentucky Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Notice to Louisiana Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Maine Applicants: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Notice to Maryland Applicants: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Missouri Applicants: An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether any insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question of this nature appears in this application, you should not respond.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to New Mexico Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed \$5,000 (five thousand dollars) and the stated value of the claim for each such violation.

Notice to Ohio Applicants: Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

AGREEMENTS & NOTICES

Notice to Oklahoma Applicants: **WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony. The absence of such a statement shall not constitute a defense in any prosecution.

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to Rhode Island Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Tennessee Applicants: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Notice to Virginia Applicants: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, denial of insurance benefits, and civil damages.

Notice to West Virginia Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**SIGNATURE
REQUIRED: X**

Applicant Signature

Date

INSURANCE APPLICANT BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between The Doctors Company, an Interinsurance Exchange, including all of its subsidiaries, hereinafter referred to as “we,” and “you” in conjunction with the policy of insurance we have entered into with you. This agreement supersedes and replaces any prior Business Associate Agreement (“BAA”).

We are committed to comply with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as modified by the HITECH provisions of the American Recovery and Reinvestment Act of 2009 and related rules and as may be modified subsequently (the “Privacy Regulations”). Under the Privacy Regulations, you are a “covered entity,” and as required by 45 C.F.R. Section 164.502(e) and 45 C.F.R. Section 164.504(e), we acknowledge that we, in certain instances, may be your “business associate.” We must use and disclose information that identifies an individual; relates to health, health treatment, or healthcare payment; and is maintained in any form (e.g., electronic, paper, oral) (“Protected Health Information” or “PHI”) in our performance of services under this Policy, and we agree to abide by the assurances, terms, and conditions contained herein in the performance of our obligations.

This document sets forth the terms, conditions, and obligations pursuant to which Protected Health Information that is provided, created, or received by us from you or on your behalf, will be handled.

We agree as follows:

A. Permitted Uses and Disclosures of Protected Health Information.

Pursuant to this Agreement, we provide services (“Services”) for your operations that may involve the use and disclosure of Protected Health Information as defined by the Privacy Regulations. These Services may include, among others, quality assessment; quality improvement; outcomes evaluation; protocol and clinical guidelines development; reviewing the competence or qualifications of healthcare professionals; evaluating practitioner and provider performance; conducting training programs to improve the skills of healthcare practitioners and providers; credentialing, conducting, or arranging for medical review; arranging for legal services; conducting or arranging for audits to improve compliance; resolution of internal grievances; placing stop-loss and excess of loss insurance; and other functions necessary to perform these Services. Except as otherwise specified herein, we may make any uses of Protected Health Information necessary to perform our obligations under this Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, we may disclose Protected Health Information for the purposes authorized by this Agreement: (i) to our employees, subcontractors, and agents, in accordance with Section D(5) below; (ii) as directed by you in writing; or (iii) as otherwise permitted by the terms of this Agreement. Additionally, unless otherwise limited herein, we are permitted to make the following uses and disclosures:

B. Our Obligations and Activities.

We may use and disclose the Protected Health Information in our possession to third parties for the purpose of our proper management and administration, such as obtaining reinsurance, or to fulfill any of our present or future legal responsibilities, such as complying with insurance regulator requests, provided that (i) the disclosures are required by law; or (ii) we have received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. Section 164.504(e)(4) and where necessary received a BAA.

C. In addition to using the Protected Health Information to perform the services set forth above, we may:

- (1) Aggregate the Protected Health Information in our possession with the Protected Health Information of other covered entities that we have in our possession through our capacity as a business associate to said other covered entities, provided that the purpose of such aggregation is to provide you with data analyses relating to your healthcare operations. Under no circumstances may we disclose Protected Health Information of one covered entity as defined by 45 C.F.R. Parts 160 and 164 to another covered entity absent your express written authorization; and
- (2) De-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. Section 164.514(b), and further provided that you are sent the documentation required by 45 C.F.R. Section 164.15(b), which shall be in the form of a written assurance from us. Pursuant to 45 C.F.R. 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

D. With regard to our use and/or disclosure of Protected Health Information, we agree to do the following:

- (1) Use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law and then only to minimum necessary extent to accomplish the intended purpose of the use;
- (2) Report to your designated Privacy Officer, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which we become aware as soon as practical and within ten (10) business days of our discovery of such unauthorized use and/or disclosure. Where practical and possible, we will take steps to mitigate the harmful effect of any unpermitted disclosure of PHI;

BUSINESS ASSOCIATE AGREEMENT (CONTINUED)

- (3) Use commercially reasonable efforts to maintain the security of the Protected Health Information and take appropriate physical, administrative, and technical safeguards to prevent unauthorized use and/or disclosure of such Protected Health Information;
- (4) Require all of our subcontractors and agents that undertake to perform the services that we perform under this Agreement and that receive, use, or have access to Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to us pursuant to this Agreement;
- (5) Unless prohibited by attorney-client and other applicable legal privileges or unless it would violate our contractual and other legal obligation to you, make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of the United States Department of Health and Human Services for purposes of determining your compliance with the Privacy Regulations;
- (6) Upon prior written request, make available during normal business hours at our offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to you within five (5) business days for purposes of enabling you to determine our compliance under the terms of this Agreement;
- (7) We shall honor any request from you for information to assist in responding to an individual's request for an accounting of disclosures of Protected Health Information to us. However, should you be asked for an accounting of the disclosures of an individual's Protected Health Information in accordance with 45 C.F.R. Section 164.528, such accounting should not include any disclosures to us which are to carry out your healthcare operations. See 45 C.F.R. Section 164.528(a)(1)(i);
- (8) Upon termination of this Policy, the protections of this Agreement will remain in force and we shall make no further uses and disclosures of Protected Health Information except for the proper management and administration of our business or as required by law;
- (9) In those instances when you would be required to honor an individual's request for access and/or amendment of Protected Health Information disclosed to us, we will assist you to comply with your duties under 45 C.F.R. Sections 154.524 and 164.526. However, usually you will not be required to honor such requests because Protected Health Information in our possession is not part of a designated record set as that term is defined by 45 C.F.R. 164.501; and/or because the information is exempt from access and amendment under 45 C.F.R. Sections 164.524(a) and 164.526(a)(2); and/or because access would violate your superseding contractual and other legal rights; and/or because any amendment could be tampering with evidence in a civil or administrative matter.
- (10) You may terminate this Agreement by canceling this Policy if we violate a material term of this Agreement.
- (11) You agree that we may modify this Agreement as required to comply with applicable laws or regulations.

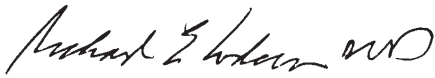
SIGNATURE REQUIRED:

X

Signature

Executed this day of

In witness whereof, The Doctors Company has caused this Agreement to be signed by its Chairman at its Home Office.



Richard E. Anderson, MD
Chairman of the Board of Governors

PART 1—PROXY

I appoint the members of the Board of Governors, and each of them, agents and attorneys with powers of substitution in each of them, my lawful proxy to vote and act for me and in my name at all annual, regular, and special meetings of the Subscribers of The Doctors Company, an Interinsurance Exchange.

This proxy is solicited on behalf of the management of the Exchange and will empower the holders to vote on the Subscriber's behalf for the election of members of the Board of Governors and such other business as may properly come before any annual, regular, or special meeting of Subscribers.

This proxy, unless revoked or replaced by substitution, shall remain in force for five years from the date stated below.

You may revoke this proxy by giving the Exchange written notice of your revocation at least 10 days before the date of any annual, regular, or special meeting at which such proxy is to be exercised. If you attend a meeting, you may revoke this proxy if you choose to vote in person.

The signing of this proxy is not a condition of completion of this application and your signature, or your failure or refusal to sign, will not be considered in connection with the underwriting of your application.

SIGNATURE OPTIONAL:

X _____
Signature Date

Type or print name: _____

Street: _____

City: _____ State: _____ Zip code: _____