



THIS APPLICATION SHALL BECOME PART OF YOUR PROFESSIONAL LIABILITY POLICY

PART I - APPLICANT INFORMATION

1. Name 2. Policy Number

3. Address

4. Affiliated Hospital(s)

5. I have access to and will use both a Pulse Oximeter and Capnograph...
6. I further agree to indicate on each patient's anesthesia and/or medical record...
7. I understand that if I fail to use the monitoring device...
8. I will be responsible for payment of a deductible of \$5,000.00...
9. I understand that any certified registered nurse anesthetist insured under my policy must comply with all of the requirements for the credit classification.

PART II - TERMS AND CONDITIONS

1. I am familiar with the Standards for Basic Intra-Operative Monitoring adopted by the American Society of Anesthesiologists on October 2, 1986.
2. I have access to and will use both a pulse oximeter and, in all cases where physically possible, an end-tidal CO2 analyzer (capnograph) (hereinafter "monitoring devices") in all circumstances where their use is recommended in the Standards for Basic Intra-Operative Monitoring, with the exception of the following circumstances:
a. one or both of the monitoring devices is not operative due to a mechanical failure...
b. an emergency, provided that the nature of the emergency and valid reasons for not using the monitoring devices are set forth in detail...
c. where the use of the monitoring devices is physically impractical due either to the physical condition of the patient or the medical procedure being performed...
d. the use of the monitoring devices is not required for the care of an obstetrical patient in labor or in the conduct of pain management.

3. I further agree:
 - a. to indicate on each patient's anesthesia and/or medical record that both monitoring devices were used;
 - b. to maintain any such records for review by the Company as set forth in subparagraph c below; and
 - c. to allow the Risk Management Department of the Company to audit on-site during reasonable business hours and without prior notice and approval that portion of the anesthesia and/or medical records which would indicate that both monitoring devices were used, provided that the on-site audit does not interfere unnecessarily with the operation of the Anesthesia Department.
4. I understand that if I fail to use the monitoring devices in the manner prescribed in the Stipulation, the Company may revoke the credit and reclassify me to Specialty 80151 Anesthesiology (without the Risk Management Credit), and I will be required to refund the amount of the credit for any policy year for which non-compliance is found within 30 days, or my policy will be cancelled for non-payment of premium. I further understand that if I lose my credit classification for failure to use the monitoring devices in the manner prescribed by the Stipulation, I will be ineligible for the credit classification unless I satisfy the Company that I have used the monitoring devices as required since the date of the revocation.
5. If a claim arises against me, which results in a final judgment or settlement in any amount, and is determined that I failed to use both monitoring devices in accordance with the requirements of the credit classification, I will be responsible for payment of a deductible of \$5,000 on any such judgment or settlement paid by the Company, in addition to revocation of the credit classification and ineligibility for the credit classification as set forth in the preceding paragraph.
6. I understand that any Certified Registered Nurse Anesthetist insured under my policy must comply with all of the requirements for the credit classification and any failure to do so will constitute a failure by me to so comply and will constitute grounds for revocation, ineligibility for the credit classification, and payment of deductible as set forth herein, to the same extent as any failure to comply by me personally.

Date

Signature of Physician