



This is an Application and Agreement Concerning a Risk Management Credit. THIS APPLICATION SHALL BECOME PART OF YOUR MALPRACTICE INSURANCE POLICY.

Name Policy Number

Type of Policy: [] Claims Made [] Occurrence Date First Insured By ProMutual Group

I hereby apply for the Emergency Physician's Risk Management credit from the regular premium for my medical malpractice insurance policy to be issued by ProMutual Group. In making this application, I certify the following:

- 1. I have an unrestricted license to practice medicine in (name state).
2. I understand that in order to be eligible for the credit, I must complete a qualifying risk management educational program approved by ProMutual Group. Every 4 years, I must retake the educational program. For both the initial educational program and repeat educational programs, I must meet post test scores in accordance with the risk management credit program requirements. Information on this program may be obtained by contacting ProMutual Group.

I further understand and agree that in order to be eligible for the credit, I must receive during the policy year for which the credit is sought at least ten (10) Category I Continuing Medical Education ("CME") credits in Emergency Medicine related risk management. Category I CME credits, whenever received in connection with the qualifying risk management educational program, may be counted toward the ten (10) Category I CME credit requirement for the first policy year in which I seek a credit.

- 3. I am insured as an emergency physician, not performing major surgery, and I have unrestricted clinical privileges in emergency medicine at the following healthcare facility(ies):

Blank lines for listing healthcare facilities.

- 4. Type of credit requested: [] A. Computer Audit [] B. Manual Audit

Note: For the occurrence policies, the credit for the computer audits, utilizing electronic records, is 20% of the year premium and the credit for the manual audits is 15% of the year premium. For claims made policies, consult ProMutual Group.

An emergency physician who uses a system where a computer readable record is generated has no ongoing on-site audit requirement and does not have to submit quarterly scores for audit. If the emergency physician does audit their own charts on-site, whether by instantaneous feedback or retrospective batch monitoring, they will increase their likelihood of compliance with the guidelines. However, ProMutual Group reserves the right to ask for computer readable records so ProMutual Group can do its own audit of the physician's records. ProMutual Group also reserves the right to perform on-site audits. If the physician fails ProMutual Group's spot audit, the physician loses the credit.

A. COMPUTER AUDIT CREDITS. I certify that at least 80% of my clinical practice in emergency medicine is conducted at the healthcare facility(ies) listed in paragraph 3, above, which have the technical capability and equipment to transcribe my emergency department medical records on personal computer disks and that such healthcare facility(ies) are included among the facilities listed above. I agree to make available for audit by ProMutual Group (on request) computer readable transcripts of the medical records of all emergency department cases of patients not admitted to the hospital at the time the record is created, for which I am the attending emergency physician (excluding (a) any such records co-signed by me in my capacity as supervisor of a resident who provided the treatment and (b) any records containing information which is privileged under federal or state statute) for audit in accordance with the program requirements.

B. MANUAL AUDIT CREDIT. I agree that a random sample of medical records of all emergency department cases of patients with trigger diagnoses for chest pain or other high risk conditions, who are not admitted to the hospital at the time the record is created, and for whom I am the attending emergency physician (excluding (a) any such records co-signed by me in capacity as supervisor of a resident who provided treatment and (b) any records containing information which is privileged under federal or state statute), shall be selected and audited by the Chiefs of the Emergency Departments at the healthcare facilities listed in paragraph 3, above, or their designees, on at least a quarterly basis in accordance with the program requirements. I further authorize the Chiefs or their designees to certify the findings of such audits to ProMutual Group in accordance with the credit agreement. I also agree to allow on-site review of such audits by the ProMutual Group's Risk Management Services Department during reasonable business hours in order to verify compliance with these audit requirements.

5. I understand and agree that if it is determined that any of the representations made in paragraphs 1 through 4 above are untrue that I will be immediately disqualified from any risk management credit to which this application applies, and I will be ineligible for any risk management credit for a minimum of two policy years following such disqualification.
6. I am familiar with each of the guidelines developed by MACEP for high risk conditions, and I agree to follow those guidelines in treating all emergency department cases for which I am the attending emergency physician. In addition, I agree to provide appropriate written discharge instructions to each patient to whom the guidelines of high risk conditions apply, as described in the MACEP guidelines.
7. I further agree that the results of any audits of medical records submitted by me and related information shall be provided to ProMutual Group solely in connection with the administration of the risk management credit program and shall otherwise be maintained as confidential by ProMutual Group Risk Management Services.
8. I understand and agree that in order to be eligible for a risk management refund or credit, at least 80% of the medical records involving high risk conditions for the annual policy period for which the credit is sought must pass the audit requirements.
9. I understand and agree that, if a medical malpractice claim arising out of professional services provided by me involving any of the high risk conditions covered by the risk management program is subsequently reported to ProMutual Group, and it is determined that the medical record does not contain the required elements as described in the MACEP guidelines in connection with the professional services out of which the claim arose, I will be disqualified for any risk management credit with respect to the policy in effect when the professional services were provided. The final determination of disqualification will be made by ProMutual Group. I further understand and agree that any disqualification under this above circumstance will also require me to repay to ProMutual Group the following amounts: (a) for occurrence policies - the amount of the credit received for the policy year in which the event giving rise to the claim occurred, plus interest on that amount (at the rate of return implicit in the ProMutual Group rates in the rate year for which the credit is being nullified) for the period from the date on which the credit was received by me until it is repaid; or (b) for claims made policies - the amount of the credit received in the year in which the claim was reported to ProMutual Group, regardless of the year in which the event giving rise to claim occurred, plus interest on that amount (at the rate of return implicit in ProMutual Group rates in the rate year for which the credit is being nullified) from the date on which the credit was received by me until payment is made to ProMutual Group.
10. I understand that the credit applicable to claims made policies will vary, depending upon the number of years that I have participated in the credit program. I further understand that the credit applicable to any reporting charge or reporting endorsement issued in connection with a claims made policy will depend upon my eligibility for a credit at the time the reporting charge is incurred or the reporting endorsement is issued.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND THAT THEY ARE MADE BY ME IN ORDER TO RECEIVE A CREDIT ON MY OTHERWISE APPLICABLE PREMIUM FOR MEDICAL MALPRACTICE INSURANCE COVERAGE. I AGREE THAT THE TERMS AND CONDITIONS OF THIS APPLICATION SHALL BE DEEMED INCORPORATED INTO THE TERMS AND CONDITIONS OF MY MEDICAL MALPRACTICE POLICY AND THAT THEY SHALL HAVE THE SAME FORCE AND EFFECT AS IF THEY WERE INCLUDED THEREIN.

Date

Signature of Physician