



- Medical Professional Mutual Insurance Company
- ProSelect Insurance Company
- ProSelect National Insurance Company

PART I - PRODUCER INFORMATION

Producer Name		Address		Telephone
Producer License Number	State	Federal Tax ID	E-Mail Address	

PART II - APPLICANT INFORMATION

Name of Entity		Contact Person		
Business Address		Mailing Address		
Billing Address, if different		Telephone	Fax	
Risk Management Contact Person		Telephone		
Most Recent ProMutual Group Policy Number	E-Mail Address		Website	

Type of Entity:

- Solo Corporation
 Professional Corporation
 Partnership
 Professional Association

If you are licensed as a corporation, are you listed as a: business corporation charitable corporation

PART III - COVERAGE INFORMATION

Coverage Effective Date	Coverage Type
From: _____	<input type="checkbox"/> Occurrence
To: _____	<input type="checkbox"/> Claims Made <i>For claims made, enter retroactive date desired</i> _____
<p>The retroactive date is the date first continuously insured under a claims made policy. If the retroactive date is prior to the coverage effective date, please complete and submit APP 015 Prior Acts Application Professional Liability and APP 028 Notice to New Applicants.</p>	

PART IV - LIMITS OF LIABILITY
(Indicate Limits Desired)

Professional Liability

Each Claim \$ _____ Annual Aggregate \$ _____

PART V - CLAIMS MANAGEMENT AND INCIDENT REPORTING PROCEDURES

Provide the name, title and phone number of the individual responsible for claims handling/incident reporting.

Describe your claims handling/incident reporting procedures:

PART VI - CURRENT PRACTICE

Are you paid on capitation (flat fee) basis by an HMO, PPO, etc? Yes No
 If yes, do you assume the financial risk for referrals? Yes No

Please name the capitation program: _____

Does the partnership/corporation advertise? Yes No

If yes, please explain or provide a copy of any advertising materials. _____

List the names of all owners, stockholders, and partners including their individual policy numbers:

Name	Specialty	Insurer	Individual Policy Number

Please be advised, in order to be eligible for this coverage, at least 50% of corporate owners and employed practitioners of the corporation must be insured with ProMutual Group. Employed practitioners include physicians, surgeons, dentists, and certified nurse midwives.

List all other DBA's and affiliated entities associated with the partnership/corporation and indicate if the ownership is the same:

Name	Address	Same Ownership
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

List the names of all employed practitioners and independent contractors including their individual policy numbers:

Name	Specialty	Insurer	Individual Policy Number

PART VI - CURRENT PRACTICE (continued)

If the entity is providing service at more than one location please complete the chart below:

Name of Facility	Address	% of Practice

Are there any services that you provide by contract to other entities? Yes No

If so, are you agreeing to indemnify these entities? (If yes, please provide a copy of the contract.) Yes No

Is the facility equipped to handle emergency procedures (e.g. cardiac arrests)? Yes No

Is surgery performed? Yes No

If yes, explain. _____

Indicate the type of anesthesia administered: None General Regional

Is nitrous oxide used for pain management? Yes No

Check the auxiliary services provided:

Laboratory Radiology Pharmacy Other: _____

Please explain the extent of the above services or provide a patient pamphlet. _____

If any of the above services are provided, does the state require that you be licensed to provide these services? Yes No

(If yes, please provide a copy of the licenses.)

Explain any telemedicine activities in which you take part:

Operating a website? Yes No Reviewing charts, films, or other media? Yes No

Other: _____

Do you maintain current certificates of insurance on file for all employed or contracted practitioners and non-physician employees? Yes No

Have any practitioners performed any new procedures in the last five years? Yes No

PART VII - HISTORY

(Practice/Claims/Insurance for a minimum of the last fifteen years. Start with the most recent, and attach additional sheet if necessary.)

Dates	Insurer	Policy #	Location (facility, state)	Any claims?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

**Attach an entire loss history which includes:
policy number, claim number, report dates, description of loss and settlement amount.**

Has any insurance company ever declined, failed to renew, conditionally renewed, restricted or cancelled your professional liability policy? (If yes, please list company, date and reason for this action below) Yes No

Company _____ Date _____ Reason _____

Company _____ Date _____ Reason _____

PART VIII - OPTIONAL COVERAGES

Check Yes if you are interested in any of the following optional coverages. Unless otherwise indicated, these coverages require both an additional application and an additional charge over and above your professional liability premium. Applications for optional coverages can be obtained from the company.

Prior Acts Yes No

Protects you against losses not known to you which occurred in a prior carrier's coverage period.

Please complete and submit **APP 015 Prior Acts Application Professional Liability** and **APP 028 Notice to New Applicants**

Employee Coverage under Separate Limits Yes No

Protects your healthcare employees for their acts while under your employ. All employees automatically share in your professional liability limits. To purchase separate limits for employees under your professional liability coverage for a premium charge, check "Yes" and complete **APP 026 Employee Limit of Liability Application**. This coverage cannot be purchased for employed physicians, surgeons or dentists and certified nurse midwives.

Professional Contractual Liability Yes No

Protects you against hold harmless agreements in managed care contracts. *Purchase of this coverage does not provide a separate limit of insurance.* There is a charge based on a percentage of professional liability premium. No application required; complete the section below.

Please list the Health Maintenance Organizations or Managed Care Organizations with which you have signed provider agreements.

NO FACT, CIRCUMSTANCE OR SITUATION INDICATING THE PROBABILITY OF A "CLAIM" OR ACTION AGAINST WHICH INDEMNIFICATION WOULD BE AFFORDED BY THE PROPOSED INSURANCE IS NOW KNOWN BY ANY PERSON OR ENTITY APPLYING FOR THIS INSURANCE OTHER THAN THAT WHICH IS DISCLOSED IN THIS APPLICATION. IT IS AGREED BY ALL CONCERNED, WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES OF THE COMPANY, THAT IF ANY PERSON OR ENTITY APPLYING FOR THIS INSURANCE HAS ANY KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION, ANY "CLAIM" SUBSEQUENTLY EMANATING THEREFROM SHALL BE EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE AS TO ALL INSURED PERSONS.

BY SIGNING THIS APPLICATION, THE APPLICANT CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF THE APPLICANT'S KNOWLEDGE AND BELIEF AND ACKNOWLEDGES THAT PROVIDING TRUTHFUL AND ACCURATE INFORMATION IS A CONDITION PRECEDENT TO OBTAINING THE INSURANCE REQUESTED IN THIS APPLICATION. THE APPLICANT FURTHER ACKNOWLEDGES THAT ANY INSURANCE WHICH MAY BE ISSUED UPON RECEIPT OF THIS APPLICATION WILL BE ISSUED BASED UPON THE COMPANY'S RELIANCE ON THE INFORMATION PROVIDED, AND IF SUCH INFORMATION IS MISLEADING OR FALSE, THE COMPANY MAY VOID THE INSURANCE ISSUED PURSUANT TO THIS APPLICATION.

SIGNING OF THIS APPLICATION DOES NOT BIND THE UNDERSIGNED TO COMPLETE THE INSURANCE BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND THAT THIS APPLICATION WILL BECOME PART OF SUCH POLICY, IF ISSUED, AND ATTACHED THERETO. THE COMPANY IS HEREBY AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT MAY DEEM NECESSARY.

IT IS AGREED THAT IN THE EVENT THERE IS ANY MATERIAL CHANGE IN THE ANSWERS TO THE QUESTIONS CONTAINED HEREIN PRIOR TO THE EFFECTIVE DATE OF THE POLICY, THE APPLICANT WILL NOTIFY THE COMPANY AND, AT THE SOLE DISCRETION OF THE COMPANY, ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN.

Signature of Applicant

Printed Name

Title

Date



**MEDICAL PROFESSIONAL MUTUAL INSURANCE COMPANY
PROSELECT INSURANCE COMPANY**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE TERMS AND CONDITIONS**

Effective: April 14, 2003

WHEREAS, the Standards for Privacy of Individually Identifiable Health Information regulation promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”) establishes federal requirements for the use and disclosure of individually identifiable health information;

WHEREAS, HIPAA’s implementing regulations require healthcare providers to enter into written agreements or other arrangements with business associate(s) that govern the business associate’s use and/or disclosure of individually identifiable health information;

WHEREAS, the Insured, a health care provider, is seeking, or has obtained, insurance coverage from one of the companies identified above (“the Company”);

WHEREAS, in connection with the Insured obtaining or maintaining such insurance coverage, or in connection with the Insured obtaining benefits under such insurance coverage, the Insured may disclose Protected Health Information (as defined herein) to the Company;

WHEREAS, pursuant to HIPAA, the Company’s receipt, use, and redisclosure of such Protected Health Information in connection with providing such insurance coverage and services related thereto is considered a business associate function of the Insured; and

WHEREAS, the Company desires to enter into a business associate agreement in favor of the Insured on the terms and conditions set forth herein, pursuant to 45 CFR 164.504(e), to govern the Company’s use and disclosure of Protected Health Information received directly from, or received on behalf of, the Insured.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereto agrees as follows:

1. Definitions. The following terms shall have the meanings ascribed thereto for purposes of this Agreement:

“**Insured**” means the first named insured and any other insureds as defined under the coverage provided by the Company or the first applicant listed on the application and any other applicants seeking coverage under the same application, provided however, that neither this definition nor this agreement should be construed as an offer of coverage.

“**Privacy Standards**” means the privacy standards contained in HIPAA and all regulations promulgated thereunder, including all applicable requirements contained in 45 C.F.R. Parts 160 and 164 currently in effect or as amended.

“**Protected Health Information**” means information that:

- (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and (A) identifies the individual, or (B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- (ii) the Company (A) has received from the Insured, or (B) has received on behalf of the Insured.

“**Representatives**” means with respect to the Company or the Insured, as the case may be, its affiliates, managers, trustees, directors, officers, controlling persons, members, shareholders, employees, brokers, agents, advisors (including but not limited to accountants, attorneys and financial advisors) and other representatives.

“Services” shall include, without limitation, the business management and general administrative activities of the Insured (including the provision of professional liability insurance coverage, placing stop-loss and excess of loss or re-insurance, receiving and evaluating incidents, claims, and lawsuits relating to such insurance coverage, and providing data analyses for the Insured); conducting quality assessment and quality improvement activities, including outcomes evaluation and the development of clinical guidelines and loss prevention tools; reviewing the competence or qualifications of the Insured’s health care professionals; evaluating the Insured’s practitioner and provider performance; conducting training programs to improve the skills of the Insured’s healthcare practitioners and providers; conducting credentialing activities; conducting or arranging for medical review; arranging for legal services; and resolution of internal grievances.

2. **Obligations of the Company.** The Company shall not use or disclose Protected Health Information other than as permitted in accordance with the terms of this Agreement.
- (a) **Permitted Purposes for Use and/or Disclosure of Protected Health Information.** The Company may only:
- (i) use and/or disclose Protected Health Information in providing the Services to the Insured in connection with the Insured obtaining and maintaining any insurance coverage offered by the Company, including the Insured obtaining any benefits under such insurance coverage; provided that, in connection with the Company’s provision of such Services, the Company shall not, and shall ensure that its Representatives do not, use or disclose Protected Health Information received from the Insured or its Representatives in any manner that would constitute a violation of the Privacy Standards if done by the Insured;
 - (ii) use Protected Health Information for the provision of data aggregation services relating to the healthcare operations of the Insured;
 - (iii) use and/or disclose Protected Health Information for the proper management and administration of the Company;
 - (iv) “de-identify” Protected Health Information or create a “limited data set,” and to use “de-identified” information in a manner consistent with and permitted by HIPAA;
 - (v) use Protected Health Information to carry out the legal responsibilities of the Company;
 - (vi) disclose Protected Health Information as required by law; and
 - (vii) use and/or disclose Protected Health Information as otherwise agreed to in writing by the Insured.
- (b) **Safeguards Against Misuse of Information.** The Company agrees that it will use appropriate safeguards to prevent the use or disclosure of Protected Health Information in a manner contrary to the terms and conditions of this Agreement.
- (c) **Reporting of Inappropriate Disclosures of Protected Health Information.** The Company shall report to the Insured any use or disclosure of Protected Health Information in violation of this Agreement by the Company or its Representatives, in the event that the Company’s management becomes aware of such use or disclosure.
- (d) **Agreements by Third Parties.**
- (i) With respect to each agent or subcontractor who (1) performs a Service that the Company has agreed to perform for, or on behalf of, the Insured, and (2) has or will have access to Protected Health Information, the Company shall obtain and maintain an agreement pursuant to which such agent or subcontractor shall agree to be bound by the same types of restrictions, terms and conditions that apply to the Company pursuant to this Agreement with respect to such Protected Health Information.
 - (ii) With respect to any third party to whom the Company discloses Protected Health Information for a purpose described in Section 2(a)(iii) or 2(a)(v) of this Agreement, the Company shall obtain reasonable assurances from such third party that the Protected Health Information will be held confidentially and will be used or further

disclosed only as required by law or for the purpose for which the Company disclosed the Protected Health Information to the third party. In addition, such third party shall agree to notify the Company of any instances of which it is aware in which the confidentiality of the information has been breached.

- (e) **Access to Information**. In the event that the Company receives a written request by the Insured for access to Protected Health Information, the Company shall, in a timely manner in order to permit the Insured to comply with its obligations under HIPAA, make available to the Insured such Protected Health Information. This obligation shall continue only for so long as such information is maintained by the Company. In the event that any individual requests access to Protected Health Information pertaining to such individual directly from the Company, the Company shall forward such request to the Insured. The provision of access to the individual of such Protected Health Information and/or denial of the same (including the creation and/or maintenance of any notifications and/or documents in connection therewith) shall be the sole responsibility of the Insured.
- (f) **Availability of Protected Health Information for Amendment**. In the event that the Company receives a written request from the Insured for the amendment of an individual's Protected Health Information, the Company shall, in a timely manner in order to permit the Insured to comply with its obligations under HIPAA, make available such Protected Health Information to the Insured. This obligation shall continue only for so long as such information is maintained by the Company. In the event that the Insured agrees to comply with an individual's request to amend such Protected Health Information, the Company shall incorporate any such amendments designated by the Insured. In the event that the Insured denies an individual's request to amend such Protected Health Information, the Company shall incorporate into the Protected Health Information any of the statements and/or documents that the Insured has created or received with respect to such denial; provided that the Insured has provided the Company with a copy of such statement and/or documents. In the event that any individual requests an amendment to Protected Health Information pertaining to such individual directly from the Company, the Company shall forward such request to the Insured. The determination of whether to amend such Protected Health Information pursuant to an individual's request and/or the denial of such request (including the creation and/or maintenance of any notification and/or creation of documents in connection therewith) shall be the sole responsibility of the Insured.
- (g) **Accounting of Disclosures**. The provisions of this Section 2(g) apply solely to those accountings of disclosures of Protected Health Information that are required of a health care provider pursuant to 45 C.F.R. § 164.528. In the event that the Company receives a written request from the Insured for such an accounting, the Company shall provide the following information to the Insured with respect to each disclosure the Company has made: (A) the date of the disclosure, (B) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (C) a brief description of the Protected Health Information disclosed, and (D) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. The Company shall provide such information with respect to each disclosure made for the period of time noted in the Insured's request, which shall not exceed six (6) years from the date of Insured's request. If, during the period covered by the accounting, the Company has made multiple disclosures of Protected Health Information either (i) to the same person or entity, or (ii) for a particular research purpose, the accounting information provided to the Insured may be modified as described in 45 CFR 164.528(b)(3) or 45 CFR 164.528(b)(4), as applicable. The Company shall provide such accounting to the Insured in a timely manner in order to permit the Insured to comply with its obligations under HIPAA. In the event that the request for an accounting is delivered directly to the Company, the Company shall forward such request to the Insured. The provision of such accounting of such disclosures to the individual (including the creation and/or maintenance of any notifications and/or documents in connection therewith) shall be the sole responsibility of the Insured.

- (h) **Availability of Books and Records.** Except as otherwise prohibited by law, the Company hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information in connection with its obligations under this Agreement available to the Secretary of Health and Human Services for purposes of determining the Insured's compliance with the Privacy Standards.
- (i) **Use of Limited Data Set.** In the event that the Company receives or creates a limited data set (as defined under HIPAA), then the Company shall only use and disclose such limited data set for research purposes, public health purposes or as otherwise required by law. In addition, the Company shall comply with Section 2(b), Section 2(c), and Section 2(d)(i) of this Agreement in the same manner as though such Sections referenced a limited data set, instead of Protected Health Information. Finally, except as otherwise permitted pursuant to this Agreement, the Company shall not re-identify the limited data set such that the limited data set becomes Protected Health Information and shall not contact any individual who is the subject of the limited data set.
- (j) **Maintenance of Records.** Subject to Section 5 below, the Company shall maintain all records created pursuant to this Agreement for a period of at least six (6) years from the date of the creation of such records. This Section 2(j) shall survive termination of this Agreement.
3. **Obligations of the Insured.** The Insured shall have obtained all necessary consents and/or authorizations required under state law to enable the Insured to lawfully disclose the Protected Health Information to the Company and to enable the Company to use and disclose the Protected Health Information in accordance with the terms of this Agreement. In addition, to the extent the Protected Health Information contains any psychotherapy notes (as defined under HIPAA), the Insured agrees to obtain all necessary authorizations to enable the Insured to lawfully disclose the Protected Health Information to the Company and to enable the Company to use and disclose the Protected Health Information in accordance with the terms of this Agreement.
4. **Term and Termination.** This Agreement shall remain in full force and effect until one of the following occurs (each, a "Termination Event"): (a) the Company denies either the Insured's application for insurance coverage or the Insured's application for renewal of insurance coverage; (b) the Company or the Insured terminates the Insured's insurance coverage; (c) the Insured's insurance coverage with the Company expires; or (d) the Insured determines that the Company has breached a material term of this Agreement.
5. **Return or Destruction of Protected Health Information.** After the occurrence of a Termination Event, the Company shall either return or destroy all Protected Health Information, if any, which the Company still maintains. The Company shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that the Company determines it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 2 shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

IN WITNESS WHEREOF, and intending to be legally bound, the Company affixes its signature below.

By: 

Richard W. Brewer

Title: President and CEO