



**CLAIM, SUIT, INCIDENT OR UNUSUAL OR UNTOWARD RESULT
INFORMATION SUPPLEMENT AND BUSINESS ASSOCIATE AGREEMENT**

Name of Applicant: _____

NOTE: Failure to provide complete information as requested will result in delays in processing your application. Additional documentation (office/hospital records) may be requested at a later date.

Attach all prior insurance companies' loss runs if available.

A SIGNATURE IS REQUIRED ON THE LAST PAGE OF THIS FORM.

CLAIM REPORT 1

CHECK ONE: CLAIM SUIT INCIDENT OR UNUSUAL EVENT WHICH MAY RESULT IN A CLAIM

1. Name of patient/claimant _____ Age of patient/claimant _____

2. Date of treatment _____

3. Allegation/Incident Description

4. Name of insurance company defending you (if any) _____

5. Disposition or current status _____

Suit or Claim Filed YES NO If YES, complete the following:

Date claim was first made _____

Open—describe current status (*including claims reserves, if known*)

Closed— Settlement Verdict Discontinued Date Closed: _____

If payment was made, indicate total settlement amount and expenses paid, if known:

Settlement \$ _____ Expenses \$ _____

Indicate amount paid on your behalf:

Settlement \$ _____ Expenses \$ _____

Residency/Fellowship

Hospital Incident Report completed **Other documentation**

6. Provide a narrative description of the **MEDICAL** facts.

CLAIM REPORT 2

CHECK ONE: CLAIM SUIT INCIDENT OR UNUSUAL EVENT WHICH MAY RESULT IN A CLAIM

1. Name of patient/claimant _____ Age of patient/claimant _____

2. Date of treatment _____

3. Allegation/Incident Description

4. Name of insurance company defending you (if any) _____

5. Disposition or current status _____

Suit or Claim Filed YES NO If YES, complete the following:

Date claim was first made _____

Open—describe current status (*including claims reserves, if known*)

Closed— Settlement Verdict Discontinued Date Closed: _____

If payment was made, indicate total settlement amount and expenses paid, if known:

Settlement \$ _____ Expenses \$ _____

Indicate amount paid on your behalf:

Settlement \$ _____ Expenses \$ _____

Residency/Fellowship

Hospital Incident Report completed **Other documentation**

6. Provide a narrative description of the **MEDICAL** facts.

CLAIM REPORT 3

CHECK ONE: CLAIM SUIT INCIDENT OR UNUSUAL EVENT WHICH MAY RESULT IN A CLAIM

1. Name of patient/claimant _____ Age of patient/claimant _____

2. Date of treatment _____

3. Allegation/Incident Description

4. Name of insurance company defending you (if any) _____

5. Disposition or current status _____

Suit or Claim Filed YES NO If YES, complete the following:

Date claim was first made _____

Open—describe current status (*including claims reserves, if known*)

Closed— Settlement Verdict Discontinued Date Closed: _____

If payment was made, indicate total settlement amount and expenses paid, if known:

Settlement \$ _____ Expenses \$ _____

Indicate amount paid on your behalf:

Settlement \$ _____ Expenses \$ _____

Residency/Fellowship

Hospital Incident Report completed **Other documentation**

6. Provide a narrative description of the **MEDICAL** facts.

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT and commitment is effective on the date set forth below, by PMSLIC Insurance Company, hereinafter referred to as "PMSLIC" and hereinafter referred to as "Covered Entity" or "APPLICANT:"

APPLICANT is requesting PMSLIC review its application for professional liability insurance coverage. As part of the application process, PMSLIC may require completion of a Claims History Supplement. The Claims History Supplement requires the APPLICANT to disclose PHI (as defined in Section 1.7 below) to PMSLIC.

PMSLIC is committed to assisting Covered Entities in complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Under the Privacy Regulations, the APPLICANT may be a "Covered Entity" and, as defined by 45 C.F.R. §164.502(e) and 45 C.F.R. §164.504(e), PMSLIC may be a "Business Associate" of the APPLICANT. This Agreement sets forth the manner in which PMSLIC will handle "Protected Health Information" that is provided by or received from or on behalf of the APPLICANT.

APPLICANT UNDERSTANDS THAT THE APPLICATION IS SUBJECT TO ACCEPTANCE BY PMSLIC AND THIS AGREEMENT DOES NOT BIND COVERAGE.

Section 1 Definitions

- 1.1 Business Associate:** "Business Associate" shall mean a "Business Associate" as defined in 45 C.F.R. §164.501. Unless otherwise specified, the term Business Associate in this Agreement shall refer to PMSLIC.
- 1.2 Covered Entity:** "Covered Entity" shall mean the APPLICANT.
- 1.3 Designated Record Set:** "Designated Record Set" means "Designated Record Set" as defined in 45 C.F.R. §164.501.
- 1.4 Electronic Protected Health Information:** "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted or maintained in electronic format or by electronic media.
- 1.5 Individual:** "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.6 Privacy Rule:** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts §160 and §164, subparts A and E, as amended from time to time.
- 1.7 Protected Health Information (PHI):** "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §164.501, limited to the information received by PMSLIC from, or on behalf of, Covered Entity.
- 1.8 Secretary:** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.9 Security Incident:** "Security Incident" shall have the same meaning as the term "Security Incident" in 45 C.F.R. §164.304.
- 1.10 Security Rule:** "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. parts §160 and §164, subparts A and C.

Section 2 Obligations and Activities of PMSLIC

In consideration of the APPLICANT providing PMSLIC with PHI and PMSLIC agreeing to review the application, PMSLIC and the Applicant hereby agree to the following:

- 2.1 Not to Use or Disclose PHI Unless Permitted.** PMSLIC agrees not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as required or allowed by law.
- 2.2 Use Safeguards.** PMSLIC agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise required or allowed by law. PMSLIC will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic Protected Health Information PMSLIC creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.3 Mitigation of Harmful Effects.** PMSLIC agrees to mitigate, to the extent practicable, any harmful effect that is known to PMSLIC of a use or disclosure of Protected Health Information by PMSLIC in violation of the requirements of this Agreement.
- 2.4 Report Inappropriate Disclosures of PHI.** PMSLIC agrees to report to Covered Entity any use or disclosure of the Protected Health Information not permitted by this Agreement or by law of which PMSLIC becomes aware. PMSLIC also agrees to report to Covered Entity any Security Incident related to Electronic Protected Health Information of which PMSLIC becomes aware.

Section 2 Obligations and Activities of PMSLIC (cont'd.)

- 2.5 Compliance of Agents.** PMSLIC agrees to require any agents, including subcontractors, to agree to the same restrictions and conditions that apply to PMSLIC through this Agreement to the extent that such agents perform a service that PMSLIC agreed to perform for or on behalf of the Covered Entity and to whom PMSLIC provides Protected Health Information. PMSLIC also agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.6 Access.** To the extent that PMSLIC possesses a Designated Record Set, PMSLIC agrees to provide access to the Protected Health Information in that Designated Record Set, during normal business hours, provided the Covered Entity delivers prior written notice to PMSLIC, at least five business days in advance, requesting such access but only to the extent required by 45 C.F.R. §164.524.
- 2.7 Amendments.** To the extent that PMSLIC possesses a Designated Record Set, PMSLIC agrees to incorporate any amendment(s) to Protected Health Information in that Designated Record Set that the Covered Entity directs, pursuant to 45 C.F.R. §164.526.
- 2.8 Disclosure of Practices, Books and Records.** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, PMSLIC agrees to make internal practices, books and records available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. PMSLIC shall have a reasonable time within which to comply with such requests and, in no case shall access be required in less than five business days after PMSLIC's receipt of such request.
- 2.9 Accounting.** PMSLIC agrees to maintain sufficient documentation to allow it to provide to Covered Entity a list of any disclosures of Protected Health Information by PMSLIC or its agents so as to allow the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

Section 3 Permitted Uses and Disclosures by PMSLIC

- 3.1 Use of PHI for Specified Purposes.** PMSLIC provides the APPLICANT with a review of the application (hereinafter "Application Review") that involves the use and disclosure of Protected Health Information as defined by the Privacy Regulations. This Application Review may include, among others, the acceptance, declination or acceptance with revisions of professional liability insurance; receiving and evaluating incidents, claims and lawsuits; reviewing the competence or qualifications of healthcare professionals; evaluating practitioner and provider performance; placing insurance or reinsurance, including but not limited to pro rata, stop-loss and excess of loss insurance, and other functions necessary to perform this Application Review. PMSLIC may make any uses of Protected Health Information necessary to perform its obligations under this Agreement. Moreover, PMSLIC may disclose Protected Health Information for the purposes authorized by this Agreement: (i) to its employees, subcontractors and agents, in accordance with paragraphs Section 3.2 through 3.4 of this Section below; or (ii) as otherwise permitted by the terms of this Agreement. All other uses not authorized by this Agreement are prohibited.
- 3.2 Use of PHI for PMSLIC Management and Administration.** PMSLIC may use Protected Health Information for the proper management and administration of PMSLIC or to carry out the legal responsibilities of PMSLIC.
- 3.3 Disclosure Required by Law or with Reasonable Assurances.** PMSLIC may disclose Protected Health Information for the proper management and administration of PMSLIC and to carry out its legal responsibilities, provided that disclosures are required by law, or provided that PMSLIC obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the PHI will remain confidential; 2) the PHI will be used or further disclosed only as required by law or for the purposes for which it was disclosed; and, 3) the person or entity will notify PMSLIC of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.
- 3.4 Data Aggregation Services.** PMSLIC may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- 3.5 De-identified Information.** PMSLIC may de-identify any and all Protected Health Information in accord with the requirements of applicable law as provided in 42 C.F.R. § 164.514(b), and use or disclose all such de-identified information for its own managerial and administrative activities as it sees fit. PMSLIC agrees to maintain such documentation regarding de-identified information as required by 42 C.F.R. § 164.514(b). Covered Entity understands and acknowledges that de-identified information is not Protected Health Information under the terms of this Agreement.

Section 4 Impermissible Requests by Covered Entity

PMSLIC shall not use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that, despite this Section 4, PMSLIC may use or disclose Protected Health Information for data aggregation or management and administrative activities of PMSLIC as provided in sections 3.2, 3.3 and 3.4 above, or as otherwise permitted by this Agreement.

Section 5 Term and Termination

5.1 Term. This Agreement shall remain effective during the time that PMSLIC provides the Covered Entity with an Application Review, as defined in section 3.1 above, and shall terminate when either (1) the application is withdrawn by the APPLICANT, (2) PMSLIC declines the application and notifies the APPLICANT of such declination, either verbally or in writing, or (3) PMSLIC accepts the application and agrees to issue an insurance policy to the APPLICANT. If the Agreement is terminated pursuant to withdrawal of the application by the APPLICANT or PMSLIC declination of coverage, all of the Protected Health Information created or received by PMSLIC on behalf of Covered Entity will be destroyed or returned to Covered Entity; provided, however, certain provisions and requirements of this Agreement shall survive such termination in accord with **subsection 5.3**, below. If the applicant is issued an insurance policy, a revised Business Association Agreement will become part of the policy through a mandatory policy endorsement, and this agreement will terminate effective immediately upon issuance of the insurance policy.

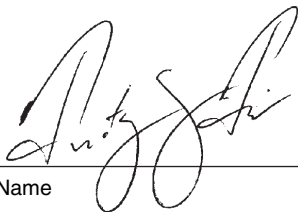
5.2 Termination by Covered Entity. Upon Covered Entity's determination that PMSLIC has breached a material term of this Agreement, Covered Entity shall immediately notify PMSLIC and provide PMSLIC a reasonable opportunity to cure the breach. Covered Entity may terminate all rights of PMSLIC under this Agreement, and PMSLIC agrees to such immediate termination, if PMSLIC has breached a material term of this Agreement and cure is not possible.

5.3 Effect of Termination. Upon termination of PMSLIC's Application Review, for whatever reason, the protections of this Agreement will remain in force and PMSLIC shall make no further uses and disclosures of Protected Health Information except for the proper management and administration of its business or to carry out its legal responsibilities or as required by law. To the extent that it is feasible to do so, PMSLIC agrees to return or destroy all PHI, pursuant to 45 C.F.R. § 164(e)(2)(ii)(I), and to require any and all of its subcontractors or agents to return or destroy any PHI in their possession. However, PMSLIC and Covered Entity hereby acknowledge and agree that, because of the nature of the Application Review provided by PMSLIC and its business obligations, it is not feasible to return or destroy all Protected Health Information immediately on the termination of this Agreement, or for some time thereafter. Therefore, PMSLIC agrees to extend, and require its subcontractor and agents to extend, any and all protections, limitations and restrictions contained in this Agreement to such PHI as may be retained after the termination of this Agreement. **This section 5 shall survive the termination of this Agreement and PMSLIC's provision of Application Review.**

Section 6 Miscellaneous Provisions

6.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the Section in effect or as amended, and for which compliance is required.

6.2 Amendment. PMSLIC agrees to take such action as is necessary to amend this Agreement from time to time as is necessary, as determined by PMSLIC, for compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191 as determined by PMSLIC.



Name

Sr. Vice President Underwriting and Policyholder Services

Title

Title

Name

Date

Title