

AGREEMENT FOR MEDICAL EXAMINER AND FORENSIC LABORATORY SERVICES

THIS AGREEMENT is made and entered into this 10th day of SEPTEMBER 2015, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and **JON R. THOGMARTIN, M.D., P.A.**, a Florida corporation, hereinafter called "DR. THOGMARTIN."

WITNESSETH:

WHEREAS, the provision of forensic laboratory services in Pinellas County is an integral part of the criminal justice system; and

WHEREAS, the provision of medical examiner services detailed in Section 406.11, Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, DR. THOGMARTIN has the specialized training, experience and expertise to provide the necessary forensic laboratory and medical examiner services; and

WHEREAS, DR. THOGMARTIN was reappointed by the Governor to serve as the District Six Medical Examiner on August 7, 2015, for a three (3) year term; and

WHEREAS, the Pinellas County Board of County Commissioners is responsible for the payment of the Medical Examiner's fees, salaries, and expenses pursuant to Section 406.06(3) and 406.08(1), Florida Statutes; and

WHEREAS, forensic laboratory services are now incorporated within this Agreement for Medical Examiner Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“ACT” means Chapter 406, Florida Statutes, and Chapter 11G, Florida Administrative Code and the statutory requirements of Chapter 943, Florida Statutes, which apply to the Pinellas County Forensic Laboratory.

“ASCLD-LAB” means the American Society of Crime Laboratory Directors, Laboratory Accreditation Board.

“ASSOCIATE MEDICAL EXAMINER” means an anatomic board certified or board eligible pathologist hired by and serving at the pleasure of the MEDICAL EXAMINER pursuant to his authority under Section 406.06, Florida Statutes.

“CODIS” (Combined DNA Index System) is the FBI-funded computer system that solves crimes by searching DNA profiles developed by federal, state, and local crime laboratories.

“CODIS OPERATOR” means an employee of the COUNTY that is eligible for the Florida Retirement System, functions as a DNA Analyst and has secured access to the CODIS database.

“COUNTY” means Pinellas County, Florida, a political subdivision created by the State of Florida.

“CREMATION APPROVAL” means any cremation, burial-at-sea, or disposition by anatomic dissection approval produced pursuant to Chapter 406, Florida Statutes.

“DEA LICENSE” means the annually renewed license to possess controlled substances issued to the Pinellas County Forensic Laboratory by the Federal Drug Enforcement Administration.

“DEPARTMENT” means the Pinellas County Department of Justice and Consumer Services.

“DISTRICT” means Medical Examiner District Six that includes Pinellas County and Pasco County.

“MEDICAL EXAMINER PROPERTY” means all equipment purchased and owned by DR. THOGMARTIN which would remain in the possession of DR. THOGMARTIN in the event of termination of this Contract.

“FORENSIC LABORATORY DIRECTOR” means a qualified forensic scientist hired by and serving at the pleasure of DR. THOGMARTIN.

“FUNCTION-RELATED EQUIPMENT” means major equipment purchased by the COUNTY that is integral to the service provided by the Forensic Laboratory. It includes all COUNTY owned and COUNTY purchased computers, software, video equipment, cameras, office machines, office furniture, medical instruments, X-ray machines, and laboratory instruments.

“MEDICAL EXAMINER LABORATORY SERVICES” means toxicology laboratory testing for drugs or alcohol in deceased persons on items submitted by the Medical Examiner directly related to deceased persons in ongoing Medical Examiner death investigations.

“NAME” means the National Association of Medical Examiners.

“NON-MEDICAL EXAMINER LABORATORY SERVICES” means chemistry and laboratory testing for DNA, controlled substances, alcohol, ignitable liquids, and related substances on items submitted by outside agencies such as law enforcement not directly related to deceased persons in ongoing Medical Examiner death investigations.

“PROFESSIONAL MEMBERSHIP” means the holding of any executive or committee position by PROFESSIONAL STAFF in a forensic science related organization including, but not limited to the American Academy of Forensic Sciences and the American Society of Crime Laboratory Directors.

“PROFESSIONAL STAFF” means the Director of Investigations, all Associate Medical Examiners, the Forensic Laboratory Director, and all Forensic Chemists/Toxicologists/DNA Analysts performing the services under this Contract.

“REQUEST FOR PROFESSIONAL ASSISTANCE” means any request for medical examiner services or for forensic laboratory services made by a jurisdiction or agency outside the District/County.

2. PURPOSE.

DR. THOGMARTIN agrees to furnish all services, personnel, labor and necessary equipment not otherwise provided for herein, to serve as the District Six Medical Examiner which includes Pinellas County.

DR. THOGMARTIN agrees to furnish all services, personnel, labor and necessary equipment not otherwise provided for herein to provide forensic laboratory analysis of evidence submitted by law enforcement agencies in the COUNTY pursuant to their authority under Florida Law.

3. SCOPE OF SERVICES

A. DR. THOGMARTIN shall conduct or cause to be performed all necessary laboratory tests for the analysis of evidence seized by law enforcement agencies in Pinellas County pursuant to their authority under Florida law and shall conduct Medical Examiner related laboratory testing and non-Medical Examiner laboratory testing. DR. THOGMARTIN shall employ the necessary personnel to conduct said tests. Said employment shall comply with all federal, state and local statutes and regulations. Said employees shall safeguard and maintain proper chain of custody of all evidence submitted to them in accordance with the Standards of Practice and Performance required to maintain ASCLD-LAB and NAME Accreditation. Said employees shall further be available to testify

in all criminal and civil litigation stemming from their duties. In addition, necessary laboratory reports shall be prepared and distributed according to general law.

B. DR. THOGMARTIN shall advise the DEPARTMENT of any appointment to a statewide or national commission, council, committee or special investigation panel. Likewise, Professional Membership activities of PROFESSIONAL STAFF shall be reported to the DEPARTMENT.

C. The COUNTY shall assume all responsibility for billing and collecting CREMATION APPROVAL fees, if any, and assumes any liability and responsibility for the billing and collection of CREMATION APPROVAL fees. The COUNTY shall set the fee amount. DR. THOGMARTIN shall provide timely public information related to CREMATION APPROVAL REPORTS sufficient for the COUNTY to bill for CREMATION APPROVALS. If the COUNTY chooses to bill for CREMATION APPROVALS, DR. THOGMARTIN, as part of his official duties under the ACT, shall not be expected or required to withhold CREMATION APPROVAL numbers from Funeral Directors for lack of payment to COUNTY.

D. DR. THOGMARTIN shall be responsible for maintaining all public records created by his office and responding to all public records requests made to his office.

E. DR. THOGMARTIN is responsible for all duties and responsibilities outlined in the ACT. DR. THOGMARTIN agrees to supply janitorial services to the facility including all labor and supplies.

4. TERM.

The term of this Agreement is for the fiscal year period from October 1, 2015, through and including September 30, 2016.

5. COMPENSATION.

A. The annual amount of compensation under this Agreement shall not exceed an annual maximum amount of Four Million Eight Hundred Fourteen Thousand Nine Hundred Five and 65/100 (\$4,814,905.65) Dollars. The annual amount of compensation includes Ninety-Four Thousand Four Hundred Five and 65/100 Dollars (\$94,405.65) for staff required to satisfy the 2014 DNA Capacity Enhancement and Backlog Reduction Grant for County 2015-2016 fiscal year. The COUNTY agrees to compensate DR. THOGMARTIN for services at a rate of One Hundred Eighty-Five Thousand, One Hundred Eighty-Eight and 68/100 (\$185,188.68) Dollars paid bi-weekly for twenty-six (26) billing periods during the term of this Agreement.

B. The COUNTY agrees to provide the first three payments in the amount of Five Hundred Fifty-Five Thousand, Five Hundred Sixty-Six and 04/100 (\$555,566.04) Dollars as the first payment for the term of the Agreement. All subsequent payments shall be as provided for in Paragraph A of this section. The annual maximum amount shall remain Four Million Eight Hundred Fourteen Thousand Nine Hundred Five and 65/100 (\$4,814,905.65) Dollars.

C. The COUNTY agrees that the terms of this Agreement contemplate the anticipated normal activities and workload of DR. THOGMARTIN based upon past statistics and reasonable projections. The COUNTY agrees that in the event of a natural or man-made disaster or occurrence, it shall reimburse DR. THOGMARTIN for all extraordinary expenses (this includes expenses for exhumation when indicated by investigation and disaster related body removals) at One Hundred Fifty Dollars (\$150) per decedent and Fifty Dollars (\$50) per body pouch for bodies transported as are submitted to the DEPARTMENT and approved by the COUNTY.

D. In the event that the Pinellas County Attorney's Office is prohibited from representing DR. THOGMARTIN based on a conflict of interest or other ethical proscription,

any expenses related to providing legal counsel and services to DR. THOGMARTIN for legal actions arising solely out of DR. THOGMARTIN's statutory duties (exclusive of professional or business liability claims) including legal services required to represent DR. THOGMARTIN as counsel of record regarding requests for public records under Chapter 119, Florida Statutes, and Florida Rule of Criminal Procedure 3.852 (records requests from the Office of Capital Collateral Representative) shall be paid by the COUNTY upon presentation by DR. THOGMARTIN at a rate not to exceed Two Hundred (\$200.00) Dollars per hour plus costs, up to an amount not to exceed Twenty Thousand (\$20,000.00) Dollars. Prior to obtaining private counsel, DR. THOGMARTIN must receive approval from the Pinellas County Attorney's Office, which shall state the basis for the conflict.

E. DR. THOGMARTIN stipulates, agrees and understands that under the terms of this Agreement he must maintain an adequate number of PROFESSIONAL STAFF and support staff to perform all duties in accordance with this Agreement. Should any PROFESSIONAL STAFF position remain vacant for more than 180 days, DR. THOGMARTIN shall explain the vacancy in writing to the DEPARTMENT.

6. METHOD OF PAYMENT.

A. The COUNTY shall pay the above amounts by direct deposit into the specified account(s) of the MEDICAL EXAMINER. No bi-weekly billing or other invoices shall be required by the COUNTY other than this AGREEMENT and the terms of Section 5.

B. In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify DR. THOGMARTIN of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to COUNTY.

7. WORK FOR OUTSIDE AGENCIES.

A. This section of this Agreement shall apply to any services rendered to Pasco County, to persons, agencies, organizations or other Medical Examiner Districts as part of a Request for Professional Assistance. References to Pasco County are not necessarily exclusive.

B. Services provided by any PROFESSIONAL STAFF as an expert witness or private consultant on non-medical examiner cases originating inside or outside of the District or on medical examiner cases originating outside of the District, are outside the Scope of Services of this Contract. Services by any PROFESSIONAL STAFF as an expert witness or private consultant on non-Pinellas County Forensic Laboratory cases originating inside or outside of the COUNTY are outside of the Scope of Services of this Agreement. Services provided by any PROFESSIONAL STAFF as an expert witness or private consultant on medical examiner cases originating inside the District, if provided within the COUNTY facility, shall be reported to the COUNTY and fees for use of the COUNTY facility shall be Fifteen and 0/100 (\$15.00) per billable hour payable to the COUNTY.

C. For any services performed for Pasco County or Pinellas County law enforcement agencies for DUI testing, DR. THOGMARTIN shall itemize such services (as specified in REPORTS below) and, as compensation for the use of the COUNTY facility, DR. THOGMARTIN shall pay to the COUNTY, on a monthly basis, twenty (20%) percent of all fees received from any request for such services rendered the previous month and performed at the facility. For any services performed for any other municipality or entity as part of a Request for Professional Assistance, DR. THOGMARTIN shall pay the county (20%) of all fees received for such services performed at the facility. DR. THOGMARTIN may request authorization to waive such fees by submitting a written request to the DEPARTMENT for consideration and approval by the COUNTY.

D. DR. THOGMARTIN shall pay usage fees to the COUNTY for services rendered within the County Facility to Pasco County or to Pinellas County law enforcement agencies for traffic related alcohol and drug testing (DUI cases) in accordance with the attached fee schedule.

8. REPORTS.

A. Budget.

In addition to the standard annual budget submission showing COUNTY operating expenses and capital outlays, DR. THOGMARTIN agrees to provide an FY 15-16 professional services budget proposal for all services including outside income showing the previous fiscal year actual, current fiscal year estimated and subsequent fiscal year proposed revenues, expenses, and net impact associated with the operations of MEDICAL EXAMINER AND LABORATORY functions. DR. THOGMARTIN also agrees to advise the DEPARTMENT in writing prior to seeking any grants or financial assistance that could alter the amount of funding from the COUNTY or alter the Scope of Services.

B. Grants.

The COUNTY formally designates the Forensic Laboratory Director as the signing authority for Forensic Science related federal, state, and local grants for the purpose of submitting applications, generating progress reports and submitting payment requests on behalf of Pinellas County.

C. Monthly Reports.

DR. THOGMARTIN agrees to provide the DEPARTMENT with a monthly report which shall include at a minimum, the following:

1. A report showing monthly and year-to-date totals for each function performed by the office to include the number of autopsies and cremation approvals (by

Funeral Home/Crematory). Current monthly and year-to-date totals shall be compared with the prior year's monthly and year-to-date totals.

2. An itemization of services provided to Pasco County or any other County to include the number of:
 - a. autopsies performed,
 - b. days for which body storage was provided including the initial 24 hour period.
3. Other statistical data and reports shall be available to the COUNTY upon reasonable request.

9. FACILITY AND EQUIPMENT.

A. The COUNTY agrees to provide, maintain, and support at no cost to DR. THOGMARTIN, a facility and all Function-Related Equipment reasonably required to perform the duties listed under the Scope of Services. Prior to purchasing Function-Related Equipment in excess of One Thousand (\$1000.00) Dollars, DR. THOGMARTIN agrees to notify the DEPARTMENT and to explore all other options including use of surplus equipment. DR. THOGMARTIN agrees to purchase Function-Related Equipment through the COUNTY in accordance with the Purchasing Ordinance. DR. THOGMARTIN may purchase additional MEDICAL EXAMINER PROPERTY from his budget line item, Professional Services. A separate listing of MEDICAL EXAMINER PROPERTY that is housed within the COUNTY facility shall be supplied to the DEPARTMENT. DR. THOGMARTIN shall be responsible for all said property and equipment and the COUNTY assumes no liability and shall be held harmless for any damage, injury caused or loss of MEDICAL EXAMINER PROPERTY.

B. The County shall maintain the facility in a manner consistent with that of comparable Medical Examiner facilities in the state. In the event that DR. THOGMARTIN

determines that the facility being provided DR. THOGMARTIN under this Agreement is not being maintained in a manner consistent with comparable Medical Examiner facilities, DR. THOGMARTIN shall notify the COUNTY, through the DEPARTMENT. This notice shall be in writing and shall explain the specific basis for the claim that the facility is not being maintained in a manner consistent with the mandates of this Agreement.

10. CODIS OPERATORS.

The COUNTY agrees to provide to DR. THOGMARTIN, two CODIS OPERATORS, qualified per standards set by DR. THOGMARTIN to work at the Pinellas County Forensic Laboratory, who shall be employees of the COUNTY, but work under the direct supervision and control of DR. THOGMARTIN. The Forensic Laboratory Director shall be responsible for the approval of timesheets, leave requests, performance salary reviews, as relates to CODIS OPERATORS, and shall forward all related records to the DEPARTMENT for processing and retention. The Forensic Laboratory Director shall report any incidents that may result in liability on behalf of the COUNTY immediately to the DEPARTMENT's Director and DR. THOGMARTIN agrees to cooperate with the COUNTY in addressing these matters. The DEPARTMENT shall be responsible for all personnel and payroll transactions. The DEPARTMENT'S Director shall also be responsible for signing off on all reviews. All specialized training or travel expenses related to the two CODIS OPERATORS shall be incurred by DR. THOGMARTIN. DR. THOGMARTIN shall approve selected CODIS OPERATOR candidates prior to their employment with the COUNTY in compliance with all federal, state and local statutes and regulations. Access to the facility shall be at the pleasure of DR. THOGMARTIN, however, access may not be denied without cause. If, at any time, DR. THOGMARTIN determines that selected CODIS OPERATORS are unacceptable, DR. THOGMARTIN shall inform the COUNTY of his

decision and the COUNTY shall begin initiating recruitment proceedings for replacement of the CODIS OPERATOR(s).

11. UTILITIES.

The COUNTY shall assume the reasonable cost of any water, gas, heat, power, paging service, cable media service, local phone service, waste removal, and grounds maintenance which is furnished to the facility. DR. THOGMARTIN shall assume the cost of all long-distance telephone charges billed by the COUNTY, janitorial services, and all other services supplied to said facility which the COUNTY has not herein specifically agreed to furnish. The COUNTY reserves the right to provide other services as are deemed in the best interest of the COUNTY in extraordinary circumstances.

12. TRANSPORTATION AND STORAGE OF BODIES.

The COUNTY agrees to assume any costs incurred in transporting and storing bodies examined by DR. THOGMARTIN if the death occurred in Pinellas County and the costs of body transport is reflected in COMPENSATION (Section 5).

13. AMENDMENT.

This Contract may be amended at any time provided such amendment is in writing and signed by both parties.

14. TERMINATION.

This Contract shall be terminable at will at the option of either party upon their furnishing of a ninety (90) days written notice to the other party.

15. INDEPENDENT CONTRACTOR.

It is mutually agreed that DR. THOGMARTIN is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

16. MINIMUM INSURANCE REQUIREMENTS.

A. DR. THOGMARTIN shall obtain professional liability insurance with limits specified in Schedule C which shall provide coverage for all services provided under the terms of this Contract. The COUNTY agrees to pay the cost of such insurance coverage for DR. THOGMARTIN. The annual premium for such insurance coverage shall be included in the approved line item budget. DR. THOGMARTIN's policy coverage shall be reviewed annually by the DEPARTMENT.

B. Should DR. THOGMARTIN's professional liability insurance fail to, or during the terms of this Contract, cease to cover the Scope of Services required, DR. THOGMARTIN shall, within twenty-four (24) hours of his knowledge of same, notify the DEPARTMENT and procure new or endorsed coverage for the services provided under this Contract. Failure to comply with this notice provision shall make this Contract subject to termination upon ten (10) days written notice to DR. THOGMARTIN by the COUNTY.

C. DR. THOGMARTIN must provide verification of adequate liability insurance coverage and must hold this coverage at all times during the existence of this Agreement as specified in Schedule C.

17. NON-DISCRIMINATION.

DR. THOGMARTIN shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, disability, sexual orientation, or gender identity. DR. THOGMARTIN shall, during the performance of this Contract, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

18. INDEMNIFICATION.

DR. THOGMARTIN shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY from all suits, actions or claims of any character

brought on account of any injuries or damages received or sustained by any person, persons or property by or from DR. THOGMARTIN; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of DR. THOGMARTIN; or by, or on account of, any claim or amounts recovered under the “Workers’ Compensation Law” or of any other laws, by laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. DR. THOGMARTIN shall not indemnify the COUNTY for any claims arising as a result of termination of the contract as described under section 4 of this Agreement. The COUNTY shall be responsible for all claims due to the actions or negligence of the COUNTY and/or its employees to include failures of the COUNTY owned facility.

19. NON-ASSIGNABILITY.

This Contract is not intended, nor shall it be construed, to inure to the benefit of any third party hereto, and no right, duty or obligation of DR. THOGMARTIN under this agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the COUNTY.

20. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible to perform.

21. DOCUMENTS COMPRISING AGREEMENT.

This Contract for MEDICAL EXAMINER services shall consist of this Agreement and the following documents which are incorporated herein by reference:

Schedule A. List of Fees for Services for FY 15-16

Schedule B. DR. THOGMARTIN's professional liability insurance declarations page

Schedule C. Insurance Requirements

22. AUDITS.

DR. THOGMARTIN shall retain all records relating to this Agreement for three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to Pinellas County Ordinance 94-51. The DEPARTMENT, on behalf of the COUNTY, shall have access to financial records relating to this Agreement for the purpose of audits.

23. GOVERNING LAW.

The laws of the State of Florida shall govern this Agreement.

24. AGREEMENT MANAGEMENT.

The COUNTY designates the following person as the Contract Manager:

Emily Fasnacht, MPA
Department of Justice and Consumer Services
631 Chestnut Street
Clearwater, FL 33756
Phone: (727) 453-7437

DR. THOGMARTIN designates the following person as the Contract Manager:

Jon R. Thogmartin, M.D.
District Medical Examiner
Executive Director
Forensic Science Center
10900 Ulmerton Road
Largo, FL 33778
(727) 582-6800

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

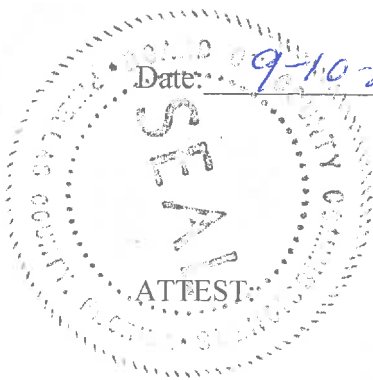
KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA, by
and through its Board of County
Commissioners

By: *Norman D. Lopez*
Deputy Clerk

By: *John Morrone*
John Morrone, Chairman

Date: 9-10-2015



Date: 9-10-2015

JON R. THOGMARTIN, M.D., P.A.

By: *early jones*

By: *Jon R. Thogmartin*

Date: 8/17/15

Title: Medical Examiner

Date: 8/17/15

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*

Schedule A

Effective: 10/01/2015

Fees billed by Medical Examiner/Forensic Laboratory

<u>Autopsies-Complete</u>	<u>\$750.00</u>
<u>Autopsies-Head</u>	<u>\$125.00</u>
<u>Cases Examined</u>	<u>\$250.00</u>
<u>Cremation Approval</u>	<u>\$25.00</u>
<u>Scene Response</u>	<u>\$125.00</u>

Laboratory Exams and Related Services*:

<u>DUI Drug Screen</u>	<u>\$300.00</u>
<u>Alcohol Level</u>	<u>\$100.00</u>

MEDICAL EXAMINER AND SEIZED DRUG FEES

<u>Tox Drug Screen- Full</u>	<u>\$150.00</u>
<u>Tox Drug Screen - Partial</u>	<u>\$80.00</u>
<u>Tox Drug Quantitation</u>	<u>\$100.00</u>
<u>Carbon Monoxide</u>	<u>\$50.00</u>
<u>Other Screens</u>	<u>\$50.00</u>
<u>X-RAY (General)</u>	<u>\$50.00</u>
<u>X-RAY <Dental)</u>	<u>\$20.00</u>
<u>Fire Debris Analysis</u>	<u>\$150.00</u>
<u>Seized Drug Analysis</u>	<u>\$100.00</u>
<u>Seized Cannabis</u>	<u>\$50.00</u>

DNA Decedent ID (Out of County/sample) \$400.00

*Fees include 20% facilities surcharge for Pinellas County

<u>Body Transport</u>	<u>\$150.00</u>
<u>Out of County Body Transport</u>	<u>\$300.00</u>
<u>Body pouch</u>	<u>\$50.00</u>

Other facilities surcharges for Pinellas County:

<u>Autopsy</u>	<u>\$0.00</u>
<u>Body Storage per day</u>	<u>\$10.00</u>

SCHEDULE B


Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

FRONT PAGE TO POLICY

IMPORTANT NOTICE - FLORIDA

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

This insurance is pursuant to the Florida Surplus Lines law. Persons insured by surplus lines carried do not have the protection of the Florida Insurance Guarantee Act to the extent of any right of recovery for the obligation of insolvent unlicensed insurer.

FL SURPLUS LINES AGENT NOTICE	
Surplus Lines Agent- Eric Shapiro License #- E158590 1408 N. Westshore Blvd, Suite 810 Tampa, FL 33607	
Producer Contact- <u>Teri Raffley</u>	
City- <u>8191 College Pkwy Ste 202 Ft. Myers, FL</u> 33919	
File No. _____	Quarter _____
Premium: <u>31,879.00</u>	Tax <u>1595.70</u>
Service Fee <u>55.85</u>	Policy Fee <u>35.00</u>
FL Hurricane Fee _____	EMPA _____
Agent Countersignature 	

DECLARATIONS

Policy Number: W13009140301
Authority Reference: B6012BUSANMSL1401
Underwriters: Syndicates 2623/623 at Lloyd's

Attaching to and forming a part of:

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Insurance is effected with Certain
UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated).

**THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ CAREFULLY.**

Item 1 Named Insured: Jon R. Thogmartin, M.D., P.A.

Address: 10900 Ulmerton Road
Largo, FL 33778

Item 2 Policy Period:

Inception: 01 October 2014
Termination: 01 October 2015

(both days at 12.01 a.m. local standard time at the address shown in Item 1. above)

Item 3 Limit of Liability:

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

- (a) \$1,000,000 Each Claim
- (b) \$3,000,000 Term Aggregate – all coverages combined

Item 4 Deductible:

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses:

\$25,000 Each Claim without aggregate

Item 5 Premium:

- (a) The premium paid in respect of the entire Policy Period of Insurance
\$31,879

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in Item 2 of the Declarations

(b) Extended Reporting Period Premium: See Endorsement E01107082011

Item 6 Retroactive Date:

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date below:

01 December 2000

Item 7 Service of Suit:

Service of Suit upon the Underwriter pursuant to Condition XXIII of the Policy may be made upon:

Mendes & Mount, LLP
750 7th Ave #24
New York, NY 10019

Item 8 Notice of Election:

Recipient of Notice of Insured's Cancellation:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, Connecticut 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Recipient of Notice of Insured's Intention to purchase Extended Reported Period Coverage and premium for Extended Reporting Period Coverage:

Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, Connecticut 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Item 9 Notice of Claim:

Recipient of Notice of Insured's Claims or circumstance per Condition XI of the Policy:

Beazley Healthcare Claims
1270 Avenue of the Americas
Suite 1200
New York, NY 10020
Tel: +1 (646) 943 5900
Fax: +1 (646) 378 4039
healthcareclaims@beazley.com

Item 10 Additional Insureds/Scheduled Physicians:

See Endorsement E03211092011

Item 11 Scheduled Professional Services:

Medical Examination, Forensic Pathology Lab, Expert Witness & Expert Consultants, all related services performed by the Medical Examiner Office

Item 12 Endorsements:

1. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
2. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A)
3. NMA 2918 War and Terrorism Exclusion Endorsement
4. E00576062012 Asbestos Exclusion
5. E00580062008 Lead Exclusion
6. E00581062008 Silica Exclusion Endorsement
7. E00584062008 Mold Exclusion
8. E00577112009 Amend Consent to Settle Clause
9. E00861122008 Premium Payment Warranty Endorsement
10. E00986012009 Scheduled Additional Insured Endorsement
11. E01013042009 Deceptive Trade Practices Exclusion
12. E01107082011 Bilateral Extended Reporting Period Endorsement
13. E01111042009 HIPAA Endorsement
14. E01122042009 Minimum Earned Premium Endorsement
15. E01757012010 Amend Sexual/Physical Misconduct Exclusion With Sublimit
16. E02155062010 Additional Per Claim Expenses Limit Subject to Aggregate
17. E03211092011 Scheduled Insureds (With Retroactive and Termination Dates)
18. BSLMU05120809FL Important Notice – Florida
19. Schedule2014 Lloyd's Security Schedule

Dated: 13 November 2014

At: 30 Batterson Park Road
Farmington, Connecticut 06032
(the office of the Correspondent)

By: 
Beazley USA Services, Inc (Correspondent)

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

WAR AND TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Effective date of this Endorsement: 01-Oct-2013

This Endorsement is attached to and forms a part of Policy Number: W13009130201

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages and Claims Expenses** incurred with respect to:

1. any Claim arising directly out of, or resulting from or in consequence of, or in any way involving:
 - a. asbestos or any materials containing asbestos in whatever form or quantity;
 - b. the actual, potential, alleged or threatened presence, release or dispersal of any asbestos; or
 - c. any action taken by any party in response to the actual, potential or threatened presence, release or dispersal of any asbestos particles of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such materials containing asbestos.
2. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened presence, release or dispersal of any asbestos containing particles of any kind.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"


LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters shall not be liable for Damages and Claims Expenses incurred with respect to any Claims based upon, arising from, or in any way attributable to any product, substance or waste which contains lead.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to **Damages and Claims Expenses** incurred with respect to **Bodily Injury and/or Property Damage** arising out of silica, including but not limited to:
 - A. inhaling, ingesting or physical exposure to silica directly or through any goods, products, structures, real estate or land containing silica;
 - B. the use or presence of silica in any process or operation of any type, including but not limited to construction, manufacturing, sandblasting, cleaning, drilling, farming or mining;
 - C. the use or presence of silica in any goods, products, structures, real estate or land, or any component part of any good, product, structures, real estate or land containing silica;
 - D. the manufacture, sale, transportation, handling, storage, or disposal of silica or any goods, products, structures, real estate or land containing silica;
 - E. disease actually or allegedly caused by, contributed to or aggravated by silica, including but not limited to silicosis, chronic silicosis, accelerated silicosis, acute silicosis, conglomerate silicosis, any auto-immune disorder, tuberculosis, silicoproteinosis; cancer, scleroderma, emphysema, pneumoconiosis, pulmonary fibrosis, progressive massive fibrosis, any lung disease or any other ailment actually or allegedly caused by, contributed to or aggravated by silica;
 - F. any costs of medical or other testing, monitoring or diagnosis arising from or related to any actual, alleged, threatened or feared disease or injury, including any emotional or mental distress, arising in whole or in part, directly or indirectly, out of silica; or
 - G. any cost of investigations, feasibility studies, cleaning, removal or remediation of the actual or alleged presence of silica in or on any goods, products, structures, real estate or land.
2. For the purposes of this Exclusion, "silica" means any silica in the form of and any of its derivatives, including but not limited to silica dust, silicon dioxide (SiO₂), crystalline silica, quartz, or non-crystalline (amorphous silica).

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages and Claims Expenses** incurred with respect to:

1. any **Claims** which, either in whole or in part, directly or indirectly, is for, based upon, relates to or arises out of:
 - a. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
 - b. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.
2. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

Provided, this exclusion shall not apply to any **Damages and Claims Expenses** which the Insured shall become legally obligated to pay in rendering or failing to render **Professional Services** as stated in Item 11. of the Declarations;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

AMEND CONSENT TO SETTLE CLAUSE

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. INSURING AGREEMENTS B. 4. is deleted and replaced with the following:

4. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the Claim, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed:
 - a. the amount for which the Claim could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and
 - b. 30% of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining 70% of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsured

or the remaining applicable Limit of Liability, whichever is less.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PREMIUM PAYMENT WARRANTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

All premium due to the Underwriters under this policy is paid within 30 days from the inception date of the Policy. Non-receipt of such premium by midnight (local standard time) on the premium due date, shall render this Policy void from the inception date.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY MISCELLANEOUS HEALTHCARE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause II, **PERSONS INSURED** is amended to include the Additional Insured Entities listed in Item 8. below for which the Insured has assumed such entity's liability in a written contract or agreement (an "Additional Insured") that is also named in a Claim if all of the following conditions in Items 1.-7. are met:

1. The Claim against the Additional Insured seeks damages for which the Insured has assumed liability;
2. This insurance applies to such liability assumed by the Insured;
3. The obligation to defend the Additional Insured, has also been assumed by the Insured in the same contract or agreement;
4. The allegations in the Claim and the information known about the incident are such that no conflict appears to exist between the interests of the Insured and the interests of the Additional Insured;
5. The Additional Insured and the Insured ask Underwriters to conduct and control the defense of that Additional Insured against such Claim and agree that Underwriters can assign the same counsel to defend the Insured and the Additional Insured;
6. The Additional Insured agrees in writing to:
 - a. Cooperate with the Underwriters in the investigation, settlement or defense of the Claim;
 - b. Immediately send Underwriters copies of any demands, notices, summonses or legal papers received in connection with the Claim;
 - c. Notify any other Insurer whose coverage is available to the Additional Insured; and
 - d. Cooperate with Underwriters with respect to coordinating other applicable insurance available to the Additional Insured; and
7. The Additional Insured provides Underwriters with written authorization to:
 - a. Obtain records and other information related to the Claim; and
 - b. Conduct and control the defense of the Additional Insured in such Claim.
8. District 5 Examiner – Expired 10/01/2008
Dba District 6 Medical Examiner
Medical Examiner's Office District 6
Director of Pinellas Forensic Laboratory
Pinellas County
Pasco County

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DECEPTIVE TRADE PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy does not apply to **Damages and Claims Expenses** incurred with respect to any **Claim** based upon or arising out of any actual or alleged unfair or deceptive trade practice or violation of any statute, ordinance or regulation pertaining to restraint of trade, unfair competition, antitrust, price fixing or consumer protection. To the extent a **Claim** alleges both professional negligence and any of the above excluded enumerated offenses, **Underwriters** and the **Insured** will use their best efforts to reach a fair allocation between covered and uncovered **Damages**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "insurer" or
the "Underwriters"

BILATERAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for this Policy, it is hereby understood and agreed that
Clause IX. **EXTENDED REPORTING PERIOD A.** is deleted in its entirety and replaced with the
following:

- A. In the event of cancellation or non-renewal of this insurance by the **Named Insured**
designated in Item 1. of the Declarations, or by the Underwriters, the **Named Insured**
shall have the right, upon payment in full and not proportionally or otherwise
in part of the relevant percentage of the Premium set forth below, for **Claims** first
made against any **Insured** and reported in writing to the Underwriters, during the
Extended Reporting Period, to have issued an endorsement providing one of the
following options:

Premium for Optional Extension Period:	Length of Optional Extension Period:
150% of the total premium for the policy	12 Months
175% of the total premium for the policy	24 Months
200% of the total premium for the policy	36 Months

arising out of any act, error or omission committed on or after the **Retroactive Date**
and before the end of the **Policy Period**, subject to the conditions set forth in the
definition of **Extended Reporting Period** herein.

In order for the **Named Insured** to invoke the **Extended Reporting Period** option,
the payment of the additional premium for the **Extended Reporting Period** must be
paid to the Underwriters within thirty (30) days of the non-renewal or cancellation.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

HIPAA ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely for the purposes of this endorsement:

1. **Clause I. INSURING AGREEMENTS** is amended by the addition of the following:

A. 1. **HIPAA Coverage**

The Underwriters shall indemnify the **Insured** for **Damages and Claims Expenses** in excess of the Deductible set forth in Item 4. of the Declarations that the **Insured** is legally obligated to pay, as a result of any **Claim** for a **HIPAA Violation** that is first made against the **Insured** and is reported to the Underwriters in writing during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**; provided, however, that: (1) the **Insured** had no knowledge of such **HIPAA Violation** prior to the Inception Date of this Policy set forth in Item 2. of the Declarations; (2) such **HIPAA Violation** took place subsequent to the **Retroactive Date** set forth in Item 4. of the Declarations; and (3) no **Insured** has notified any **Government Entity** or **Commercial Payor** of the **HIPAA Violation** giving rise to the **Claim**.

2. **Clause IV. EXCLUSIONS.** is amended by the addition of the following at the end thereof:

(as) The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim**:

- (1) based upon or arising out of: (1) any dishonest, fraudulent, criminal, intentional or malicious act by any **Insured**; (2) any wilful violation of any law, statute, ordinance, rule or regulation by an **Insured**; or (3) any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled; provided, however, that this Exclusion (1) shall not apply to any **Claim** brought under any federal or state statute, regulation or rule predicated upon reckless conduct. For the purposes of determining the applicability of this Exclusion (1), no **HIPAA Violation** by any **Insured** shall be imputed to any other **Insured**;
- (2) based upon or arising out of any actual or alleged act, error or omission in the rendering of or failure to render medical services by an **Insured**, except with respect to any allegations of releasing or failure to protect protected health information of any patient;
- (3) for **Bodily Injury**, sickness, disease or death of any person, or for emotional distress, mental anguish or similar injury or damage;
- (4) arising out of false arrest, humiliation, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, or malicious prosecution, libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's rights of privacy;
- (5) based upon or arising out of employment discrimination, termination or other wrongful employment acts in violation of any municipal, State or Federal Civil Rights law, regulation or ordinance;
- (6) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged: (1) damage to or destruction of any tangible property, including loss of use thereof whether or not resulting from damage or

destruction; (2) ownership, operation, use, maintenance, loading or unloading of any motor vehicle, trailer, watercraft, aircraft or helipad;

- (7) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged **Bodily Injury**, sickness, disease or death to any employee of any **Insured** arising out of and in the course of employment by the **Insured**; or any obligation for which the **Insured** in its capacity as an employer and/or its insurer may be held liable under any workers' compensation, disability benefits law, or any similar law;
- (8) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974 or similar provisions of any federal, state or local law or any amendments thereto, or rules and regulations promulgated thereunder;
- (9) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged liability of any **Insured** under any contract or agreement; provided, however, that this Exclusion (I) shall not apply to the extent that liability would have attached to the **Insured** and would have been insured by this Policy even in the absence of such contract or agreement;
- (10) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged: (1) insolvency, bankruptcy, conservatorship, rehabilitation, receivership, liquidation, or financial inability to pay of (a) any **Insured** acting as an insurer or reinsurer, or (b) any other insurer, reinsurer, self-insurer, third party payor, managed care organization, health care plan, or other person or entity; (2) failure to obtain, effect or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (3) commingling or mishandling of funds; or (4) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (11) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or **HIPAA Violation**, or series of facts, circumstances, transactions, events, or **HIPAA Violation**: (1) which underlies or is alleged in any litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Effective Date stated in the Declarations; or (2) which was the subject of any notice given prior to the Effective Date under any Policy of insurance or plan or program of self-insurance; or (3) which was the subject of any **Claim** made prior to the Effective Date;
- (12) against any subsidiary designated in the Declarations or its past, present or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in their capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event or **HIPAA Violation** or series of facts, circumstances, situations, events or **HIPAA Violation** happening before the date such entity became a subsidiary;
- (13) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged service of any **Insured** as an employee, director, officer, trustee, member, manager, governor, medical director, member of any duly constituted review board or committee, or volunteer of any entity other than the **Named Insured**, even if directed or requested by the **Named Insured** to serve in such capacity for such other entity;
- (14) based upon, arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any other State Blue Sky or securities law or similar state or federal statute, and any regulation or order issued pursuant to the foregoing statutes;

- (15) for any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961 et. seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- (16) based upon assertions, allegations, causes of action or any demands whatsoever by or on behalf of an **Insured** or **Insureds** hereunder; provided, however, that these provisions shall not apply to any **Claim** brought by a *qui tam* plaintiff or brought under the False Claims Act (31 U.S.C. 3729 et. seq.) or any similar state or local statute, ordinance or regulation.

3. Clause V. **DEFINITIONS** (c), (d) and (e) are deleted and replaced with the following:

(c) "**Claim**" means any written demand brought by or on behalf of any **Government Entity** or brought by a **Commercial Payor** against an **Insured**:

- 1) seeking **Damages** for a **HIPAA Violation**;
- 2) commencing an audit or investigation of a **HIPAA Violation**; or
- 3) seeking injunctive relief on account of a **HIPAA Violation**.

However, **Claim** does not include:

- 4) any customary or routine billing inquiry, including any cost report, request for documentation to support a submission for payment or reimbursement, or other audit/reconciliation conducted by or on behalf of a **Government Entity** or a **Commercial Payor**;
- 5) notice of a **Circumstance**;
- 6) any criminal proceeding against an **Insured**; or
- 7) any written demand or civil proceeding brought by or on behalf of a private citizen against an **Insured**; provided, however that this subsection 7) shall not apply to a *qui tam* action.

(d) "**Claims Expenses**" means:

- 1) reasonable and necessary fees charged by an attorney or auditor designated by the **Insured** with the written consent of the Underwriters; or
- 2) other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the **Insured** with the written consent of the Underwriters.

However, **Claims Expenses** do not include:

- 3) remuneration, salaries, wages, overhead fees, or benefits of any **Insured**;
- 4) any fees, costs, or expenses incurred with respect of any criminal proceedings or actions against any **Insured**; or
- 5) any fees, costs, or expenses associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the **Insured's** business, negotiated as part of a settlement with or by order of a **Government Entity** or **Commercial Payor**.

(e) "**Damages**" means any monetary amount, otherwise covered by this Policy and subject to the Limit of Liability, which an **Insured** is legally obligated to pay as a result of a **Claim**, including sums paid as awards, judgments, settlements, and civil fines and penalties imposed by a **Government Entity**.

However, **Damages** shall not include:

- 1) the return, disgorgement or restitution of fees, profits, charges or benefit payments to any **Commercial Payor** or governmental health benefit payor or program;
- 2) the costs associated with the adoption, implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the **Insured's** business negotiated as part of a settlement with or by order of a **Government Entity** or **Commercial Payor**;
- 3) matters deemed uninsurable by law;
- 4) punitive and exemplary damages, taxes, criminal fines or penalties. However, this provision does not apply to any multiplied portion of a civil fine or penalty; or
- 5) any costs associated, whether directly or indirectly, with the **Insured's** loss of provider number(s) or the **Insured's** exclusion from participation in any governmental health program, including, but not limited to, Medicare and/or Medicaid.

4. Clause V. **DEFINITIONS** is amended to include the following at the end thereof:

(aaa) **"Commercial Payor"** means any entity which arranges for payment or reimbursement of expenses on account of medical services, including the following types of entities:

- 1) any entity, including an investor-owned insurance company, which indemnifies subscribers against expenses for medical services;
- 2) any self-funded plan or any type of health plan where the risk for the cost of medical services is assumed, in whole or in part, by an employer rather than by an insurance company or managed care organization; or
- 3) any managed care organization, such as health maintenance organization ("HMO"), preferred provider organization ("PPO"), point of service plan ("POS"), integrated delivery network ("IDN"), or any type of entity which has all or some of the following characteristics:
 - (a) negotiated discount arrangements with selected providers;
 - (b) explicit criteria for selection of providers;
 - (c) financial or program incentives or penalties to enrollees who do not use selected providers; and
 - (d) provider risk-sharing arrangements.

(bbb) **"Government Entity"** means:

- 1) any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule;
- 2) any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government; or
- 3) any organization operating as a Medicare integrity Program Contractor in accordance with 63 F.R. 1590 (March 20, 1998) and pursuant to Section 1893 of the Social Security Act (42 U.S.C. 1395ddd).

(ccc) **"HIPAA Violation"** means any negligent or reckless act, error or omission by the **Insured** in violation of the Health Insurance Portability and Accountability Act (The Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C.

Section 1320a, et. seq) ("HIPAA") and any amendments thereto, or any rules, regulations promulgated thereunder. All similar erroneous billing submissions and all related negligent or reckless acts, errors or omissions in violation of HIPAA any amendments thereto, or any rules or regulations promulgated thereunder, shall be deemed a single HIPAA Violation.

5. **Clause VI. LIMIT OF LIABILITY** is amended by the addition of the following:
- AA. The Limit of Liability for each **Insured** for all **Damages and Claims Expenses** arising from any one **Claim** shall be \$100,000 per **Claim** subject to a maximum aggregate Limit of Liability under this Policy of \$100,000. Underwriters shall be obligated to pay only **Damages and Claims Expenses** which are in excess of the applicable Deductible set forth in Item 4. of the Declarations. The **Insured** shall pay the Deductible uninsured and at its own risk. The Limits of Liability available under this HIPAA Endorsement shall be a sublimit of the Policy's overall Limit of Liability and not in addition thereto.
 - BB. **Claims Expenses** are part of and not in addition to, the Underwriters' Limits of Liability, and the payment of **Claims Expenses** by the Underwriters shall reduce such Limits of Liability.
 - CC. After the Underwriters' Limit of Liability for an **Insured** has been exhausted payment of **Damages and/or Claims Expenses**, all of the Underwriters' obligations under this Policy shall be completely fulfilled, and the Underwriters shall have no further obligation to pay **Damages or Claims Expenses**.
 - DD. If both **Damages** covered by this Policy and loss not covered by this Policy are incurred, either because a **Claim** against any **Insured** includes both covered and uncovered matters or because a **Claim** is made against both **Insureds** and others, the **Insured** and the Underwriters shall use their best efforts to agree upon a fair and proper allocation of such amount between covered **Damages and Claims Expenses** and uncovered portions of settlements or judgments and **Claims Expenses**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

If the **Named Insured** cancels this Insurance prior to reporting any **Claim** or circumstance under this Policy, 30% of the premium shall be deemed earned upon inception of the Policy, and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure. If the **Named Insured** has reported a **Claim** or circumstance under this Policy the premium will be deemed to be fully earned.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND SEXUAL/PHYSICAL MISCONDUCT EXCLUSION WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. Item 3. of the Declarations is amended to include the following under the Professional Liability Coverage:

\$250,000 Sexual/Physical Misconduct Limit for Each Claim

\$500,000 Sexual/Physical Misconduct Annual Aggregate Limit

2. The Underwriters' maximum aggregate limit of liability for all Damages and Claims Expenses resulting from all such Claims shall be as listed under paragraph 1. above which amount shall be part of and not in addition to the Aggregate Limit of Liability set forth in Item 3(b) of the Declarations. One deductible amount, as shown in Item 4 of the Declarations shall apply to any one Claim.

3. **Clause IV. EXCLUSIONS 3 (i)** is deleted in its entirety and replaced with the following:

- (i) to any Claim arising out of or resulting from:

- (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any Insured, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual act, sexual contact, sexual advances, requests for sexual favors, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation, or other verbal or physical conduct of a sexual nature; or
- (2) the Insured's actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any Employee, Insured or person for whom the Insured is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

- (3) Any Specific Individual Insured who allegedly committed such misconduct, unless it is judicially determined that the Specific Individual Insured committed the misconduct. If it is judicially determined that the Specific Individual Insured committed the misconduct, we will not pay Damages.
- (4) Any other Insured, unless that Insured:
 - (i) knew or should have known about the misconduct allegedly committed by the Specific Individual Insured, but failed to prevent or stop it; or
 - (ii) knew or should have known that the Specific Individual Insured who allegedly

committed the misconduct had a prior history of sexual or physical misconduct.

Underwriters will defend Claims alleging such acts until final civil or criminal adjudication, as the case may be.

As used in this exclusion, Specific Individual Insured includes employees and authorized volunteer workers while performing duties related to the conduct of the Insured's business.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014
This Endorsement is attached to and forms a part of Policy Number: W13009140301
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

ADDITIONAL PER CLAIM EXPENSES LIMIT SUBJECT TO AGGREGATE

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Underwriters will pay necessary and reasonable **Claims Expenses** in addition to the amounts stated in Items 3(a) until those limits are exhausted, respectively, by **Damages** which is subject to the Term Aggregate at Item 3(b) which is inclusive of **Claims Expenses**. The Deductible amount shown in Item 4 of the Declarations applies to both **Damages** and **Claims Expenses**. The Underwriters' obligations to pay **Claims Expenses** with respect to a particular **Claim** will cease once the **Damages** amount identified in Item 3(a) of the Declarations is paid, incurred or tendered. The Underwriters' obligations to pay **Claims Expenses** with respect to all **Claims** will cease once **Damages** and **Claims Expenses** identified in Item 3(b) of the Declarations is paid, incurred or tendered. **Claims Expenses** in excess of the Deductible amount shown in Item 4 of the Declarations will erode the Term Aggregate in Item 3(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Oct-2014

This Endorsement is attached to and forms a part of Policy Number: W13009140301

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SCHEDULED INSURED(S) (WITH RETROACTIVE AND TERMINATION DATES)

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

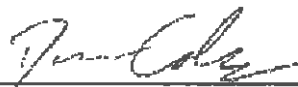
In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. Item 10. of the Declarations is amended to include the person(s) and/or entity(ies) listed in column A. below.
2. Solely with respect to the person(s) and/or entity(ies) listed in column A., the Retroactive Date in Item 6. of the Declarations is deleted in its entirety and replaced with the corresponding Retroactive Date in column B. below.
3. Solely with respect to the person(s) and/or entity(ies) listed in column A., the termination date for the purpose of determining coverage under Clause II. **PERSONS INSURED** (d) is the corresponding termination date in column C. below.

A. Additional Insureds:	B. Retroactive Date:	C. Termination Date:
Jan R. Thogmartin, M.D.	01 December 2000	N/A
Noel Azcona Paima, M.D.	01 December 2000	N/A
Susan S. Ignacio, M.D.	01 December 2000	N/A
Christopher Ian Wilson, M.D.	14 October 2003	N/A
Wayne Kurz, M.D.	28 August 2006	N/A
Barbara C. Wolf, M.D.	14 September 2007	01 October 2008
Krzygztok B. Podjaski, M.D.	15 October 2007	25 January 2008
Wendy Lavezzi, M.D.	01 February 2008	01 October 2008
Dollett Tanisha White, M.D.	01 July 2010	27 August 2014

And any temporary physician working on behalf of the Named Insured during the absence of any scheduled physician

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

London

LLOYD'S SECURITY SCHEDULE

Syndicate 2623	82%
Syndicate 623	18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

CERTIFICATE PROVISIONS



Lloyd's Insurance

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those Claims which are first made against the Insured and reported to the Underwriters during the Policy Period. Damages and Claims Expenses shall be applied against the Deductible. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the Named Insured (set forth in Item 1 of the Declarations, made a part hereof) as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Underwriters will pay on behalf of the Insured Damages and Claims Expenses which the Insured shall become legally obligated to pay because of any Claim or Claims for Bodily Injury first made against any Insured during the Policy Period and reported to the Underwriters during the Policy Period or any applicable Extended Reporting Period, arising out of any negligent act, error or omission of the Insured in rendering or failing to render Professional Services for others, on behalf of the Named Insured designated in Item 1 of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the Insured subject to the Limit of Liability, for any Claim first made against the Insured seeking payment under the terms of this insurance, even if any of the allegations of the Claim are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the Insured, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Damages and Claims Expenses shall be applied against the Deductible set forth in Item 4 of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the Insured refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the Claim, the Underwriters' liability for any Damages and Claims Expenses shall not exceed the amount for which the Claim could have been

settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the Claim by tendering control of said defense to the Insured.

5. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the Insured in any suit, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.
6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages or Claims Expenses**, or to undertake or continue defense of any Claim after the applicable Limit of Liability has been exhausted by payment of **Damages or Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the Claim by tendering control of said defense to the Insured.

II. PERSONS INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business, and any employee or volunteer worker while acting within the scope of his or her duties as such;
- (b) if the **Named Insured** designated in Item 1 of the Declarations is a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his or her liability as such and any employee or volunteer worker while acting within the scope of his or her duties as such;
- (c) if the **Named Insured** designated in Item 1 of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder, employee, employed medical director, administrator, volunteer worker, student or employed physician thereof while acting within the scope of his or her duties as such; provided, however, that coverage for any employed physician is contingent on any such employed physician being scheduled in item 10 of the Declarations;
- (d) any person who previously qualified as an Insured under (c) above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to **Professional Services** performed on behalf of the **Named Insured** designated in Item 1 of the Declarations, occurring prior to the termination of the required relationship with the **Named Insured**;

- (e) the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- (f) any independent contractor, vendor and/or agent of the **Named Insured** scheduled in Item 10 of the Declarations.

This Policy shall not apply:

- (g) to liability of an **Insured**, if an individual physician, surgeon, osteopath, podiatrist, orthodontist, chiropractor, psychiatrist, psychologist or dentist, for his or her personal acts, errors or omissions outside the scope of work conducted for or on behalf of the **Named Insured**; and
- (h) to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

III. TERRITORY

This insurance applies to negligent acts, errors, omissions which take place anywhere in the world, provided the Claim is first made against the **Insured** within the United States of America, its possessions and territories, or Puerto Rico.

IV. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any Claim arising out of **Personal Injury, Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- (b) to any Claim arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such Claim, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;
- (c) to any Claim arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- (d) to any Claim based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- (e) to any Claim arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;

- (f) to any Claim arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- (g) to any Claim arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any Insured as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- (h) to any Claim arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- (i) to any Claim arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright;
- (j) to any Claim made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any Insured or in which any Insured is a trustee, partner, officer, director or employee;
- (k) to any Claim arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- (l) to any Claim or circumstance which might lead to a Claim in respect of which any Insured has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- (m) to any Claim or circumstance which might lead to a Claim known to any Insured prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- (n) to any Claim or circumstance that might lead to a Claim arising out of any negligent act, error or omission which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6 of the Declarations;
- (o) to any Claim arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- (p) to any Claim directly or indirectly arising out of:
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of Pollutants, provided that this Exclusion shall not apply to: (i) Bodily Injury sustained by any patient, visitor or invitee; and (ii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire;
 - (2) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for Pollutants contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or

- (3) any governmental or regulatory directive or request that the Insured or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said Pollutants;
- (q) to any Claim arising out of the insolvency or bankruptcy of any Insured or of any other entity including but not limited to the failure, inability, or unwillingness to pay Claims, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- (r) to any Claim arising out of or resulting from:
 - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any Insured, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
 - (2) the Insured's actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any employee, Insured or person for whom the Insured is legally responsible and whose conduct falls within paragraph (1), above;
- (s) to any Claim for punitive or exemplary Damages, or Damages which are a multiple of compensatory Damages, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any Insured;
- (t) to any Claim arising out of Personal Injury to any employee or volunteer worker of the Insured arising out of and in the course of his employment by the Insured, or under any obligation for which the Insured or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- (u) to any Claim based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- (v) to any Claim or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- (w) to any Claim arising from costs of complying with physical modifications to any premises or any changes to the Insured's usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- (x) to any Claim based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint of trade, unfair competition, or price fixing law, unfair or deceptive trade practices, or consumer protection any rules or regulations promulgated thereunder; to the extent a Claim alleges both professional negligence and any of the above excluded enumerated offenses, Underwriters and the Insured will use their best efforts to reach a fair allocation between covered and uncovered Damages;

- (y) to any **Claim** caused directly or indirectly, in whole or in part, by:
- (1) any fungus(es) or spore(s);
 - (2) any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
 - (3) any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or Damages.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(es)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- (z) to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder;
- (aa) to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
- (1) conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
 - (2) processing of data by the **Insured** on the **Insured's** electronic data processing system; or
 - (3) design or formulation of an electronic data processing program or system;
- (ab) to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- (ac) to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- (ad) to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;

- (ae) to any Claim based on the willful non-compliance of any Insured with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with and drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- (af) to any Claim based upon or arising out of any Insured gaining any profit, remuneration or advantage to which such Insured was not legally entitled;
- (ag) to any Claim against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events or negligent acts, errors or omissions happening before the date such entity became a subsidiary;
- (ah) to any Claim relating to or arising out of asbestos, silica or lead;
- (ai) to any Claim associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;
- (aj) to any Claim based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (ak) to any Claim for **Personal Injury, Property Damage or Advertising Liability** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (al) to any Claim arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- (am) to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- (an) to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- (ao) to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services**.
- (ap) to any **Claim** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Bodily Injury**;
- (aq) to any **Claim** arising out of oral or written publication of material, if done by or at the direction of the **Insured** with the knowledge of its falsity;
- (ar) to any **Claim** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns or over which the **Insured** exercises control;

V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- (a) **“Advertising Liability”** means injury arising out of one or more of the following, committed in the course of the **Insured’s** advertising activities:
 - (1) libel, slander or defamation;
 - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
 - (3) piracy or idea misappropriation under an implied contract; or
 - (4) invasion of right of privacy.
- (b) **“Bodily Injury”** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.

“Bodily Injury” shall also include injury arising out of one or more of the following committed in the course of the rendering or failure to render **Professional Services**:

 - (1) libel;
 - (2) slander;
 - (3) defamation of character; or
 - (4) invasion of right of privacy.
- (c) **“Claim”** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.

- (d) **"Claims Expenses"** means:
- (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the Insured, but subject always to the Underwriters' final decision; and
 - (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Underwriters, or by the Insured with the written consent of the Underwriters.

Claims Expenses does not include any salary, overhead or other charges by the Insured for any time spent in co-operating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this Insurance.

- (e) **"Damages"** means a civil monetary judgment, award or settlement and does not include:
- (1) the restitution of compensation and expenses paid to the Insured for services and goods; and
 - (2) judgments or awards deemed uninsurable by law.
- (f) **"Extended Reporting Period"**, if applicable, means the 12 month period of time after the end of the Policy Period for reporting Claims, arising out of negligent acts, errors or omissions which take place prior to the end of the Policy Period but subsequent to the Retroactive Date identified in Item 6 of the Declarations.
- (g) **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- (h) **"Named Insured"** means the entity or person identified in Item 1 of the Declarations.
- (i) **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- (j) **"Personal Injury"** means:
- (1) **Bodily Injury;**
 - (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
 - (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
 - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

- (k) **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2 of the Declarations and specifically excludes any **Extended Reporting Period**.
- (l) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- (m) **"Professional Services"** means those professional services specifically identified in Item 11 of the Declarations.
- (n) **"Property Damage"** means:
 - (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
 - (2) loss of use of tangible property which has not been physically injured or destroyed.

VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3(a) of the Declarations as **"Each Claim"** is the Underwriters' Limit of Liability for all **Damages and Claims Expenses** arising out of the same, related or continuing negligent acts, errors or omissions, without regard to the number of **Insureds, Claims** or claimants. All **Claims** arising out of the same, related or continuing negligent acts, errors or omissions shall be deemed to be a single **Claim**.
- B. The Limit of Liability stated in Item 3(b) of the Declarations as **"Term Aggregate"** is the Underwriters' Limit of Liability for all **Damages and Claims Expenses** arising out of all **Claims** which are covered under the terms and conditions of this Policy.
- C. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.

VII. DEDUCTIBLE

The Deductible amount stated in Item 4 of the Declarations shall be satisfied by payments by the **Insured** of **Damages** and/or **Claims Expenses** resulting from each **Claim** first made and reported to the Underwriters during the **Policy Period** and/or any applicable **Extended Reporting Period** as a condition precedent to the payment by the Underwriters of any amounts due hereunder. The Underwriters shall be liable only for the amounts in excess of such **Deductible** subject to the Underwriters' Limit of Liability in Item 3 of the Declarations. The **Deductible** is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the **Deductible** to appropriate parties designated by the Underwriters. The **Deductible** is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the **Deductible**, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the **Deductible** from the **Insured**. The existence

of "other insurance" shall not affect or abrogate the obligation of the Insured to pay the Deductible as required.

VIII. INNOCENT INSURED

Whenever coverage under this Insurance would be excluded, suspended or lost:

- A. because of Exclusion IV 1. (b) or Exclusion IV 2. (b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any Insured, and with respect to which any other Insured did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other Insured shall be in default solely because of the failure to give such notice or concealment of such failure by one or more Insureds responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those Insureds who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such Insured can comply, and after receiving knowledge thereof, the Insured entitled to the benefit of Section VIII shall comply with such condition promptly after obtaining knowledge of the failure of any other Insured to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any Insured to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

IX. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Underwriters, the Named Insured designated in Item 1 of the Declarations shall have the right to a 12 month Extended Reporting Period for Claims first made against any Insured and reported to the Underwriters during the Extended Reporting Period, subject to the conditions set forth in the definition of Extended Reporting Period herein. In order for the Named Insured to invoke the Extended Reporting Period option, the payment of the additional premium set forth in Item 5 (b) of the declarations for the Extended Reporting Period must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Underwriters' Limit of Liability for the Policy Period.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the Extended Reporting Period shall not be available to the Named Insured where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an Insured to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.

- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

X. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the **Limit of Liability** of this Policy.

XI. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 9 of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 9 of the Declarations during the **Policy Period** of:
 - (1) the specific, negligent act, error, or omission;
 - (2) the injury or damage which may result or has resulted from the negligent act, error, or omission; and
 - (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 9 of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to one **Limit of Liability** identified in Item 3(a) of the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which

arise out of any negligent act, error or omission occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.

- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

XIII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

XIV. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

XV. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

XVI. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

XVII. MERGERS AND ACQUISITIONS

- A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and
- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
 - (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
 - (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

XVIII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

XIX. CANCELLATION

This Policy may be cancelled by the **Named Insured** or by the Underwriters by sending registered or certified mail notice to the other party stating when, not less than 60 days thereafter, cancellation shall be effective. However in the event of non-payment of premium by the **Named Insured**, this Policy may be cancelled by the Underwriters by sending registered or certified mail notice to the **Named Insured** stating when, not less than ten days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by the Underwriters shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent to mailing.

In the event this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by the **Named Insured**, the Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force, calculated in accordance with the Short Rate Cancellation Table. If this Policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium with such notice.

XX. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

XXI. ENTIRE CONTRACT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are his or her agreements and representations, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

XXII. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To Injury sickness, disease, death or destruction
 - (1) with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (ii) has been discharged or dispersed there from;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

XXIII. SERVICE OF SUIT

- A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the designated entity in Item 7 of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.
- B. The Entity designated in Item 7 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 7 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXIV. SEVERAL LIABILITY

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of his or her individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

XXV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters' Representative within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Section XIX of this Policy. Furthermore, the Underwriters will have no obligation to

respond to any **Claim** arising out of **Professional Services** which took place subsequent to the date the of withdrawal, revocation, denial, suspension or failure to renew.



MISCELLANEOUS MEDICAL PROFESSIONAL, GENERAL, PRODUCTS, AND EMPLOYEE BENEFITS LIABILITY APPLICATION

NOTICE: PART OR ALL OF THE POLICY FOR WHICH THIS APPLICATION IS MADE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, WHICH MEANS THAT THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS APPLICATION CAREFULLY.

BACKGROUND INFORMATION - PLEASE READ:

- 1. Please type or print clearly.
2. Answer ALL questions completely leaving no blanks. If any questions, or part thereof, do not apply, print N/A in the space.
3. If additional space is needed to answer any questions fully, please attach a separate page.
4. This application must be completed, dated and signed by a Principal of the Applicant.

Requested Attachments:

- 1. Loss History for the last FIVE years.
2. Most Recent Financial Statements.
3. Sample copy of contract, used by the Applicant in the provision of professional services.
4. Most recent local and/or State accreditation agency reports (if applicable).
5. Any marketing brochures or literature detailing services provided.

a) Name of Applicant/Entity(s) Jon R. Thogmartin, MD, PA

b) Date of Incorporation/Start of Operations: 12/01/00

c) Physical Address (City, State, Zip Code) 10800 Ulmerton Road, Largo FL 33778

d) Telephone 727-582-6808 Fax 727-582-8844 Website

e) Legal Structure: [] Individual [] Partnership [] LLC [] Corporation [] Joint Venture [] Other Professional Association

f) Tax Status: [] For Profit [] Not for Profit [] Governmental [] Other

g) List names, location, and descriptions of all legal entities, including subsidiaries for which Applicant is a part (continue on a separate sheet if necessary)

Table with 5 columns: ID, Name, Description, Ownership, and other details. Row 1: 1, Jon R. Thogmartin, MD PA, Medical Examiner's Office, 100%

- h) Have you sold, discontinued, or acquired any operations in the past 5 years, or do you plan to in the upcoming year? (Please list including name of entity and date acquired) Yes No

- i) List all licenses held by your facility including type and expiration dates.

See Attachment A

- j) List any/all accreditation from governmental agencies/clients (JCAHO, AABB, AATB, FACT, ABC, CLIA, APOPO, EBAA, CAP, ASHI, etc.) and association memberships held by your facility and include a copy of your most recent report.

See Attachment A

- a) Please provide details of professional liability coverage purchased in the last five (5) years to date:

FY 13-14	1M/3M	\$25,000	Lloyds	\$31,678	Claims Made	12/01/00
FY 12-13	1M/3M	\$25,000	Evanston	\$30,350	Claims Made	12/01/00
FY 11-13	1M/3M	\$25,000	Evanston	\$47,517	Claims Made	12/01/00
FY 10-11	1M/3M	\$25,000	Evanston	\$45,485	Claims Made	12/01/00
FY 09-10	1M/3M	\$25,000	Evanston	\$44,928	Claims Made	12/01/00

- b) Please provide details of general liability coverage purchased in the last five (5) years to date:

FY 13-14	1M/2M	\$0	Hartford		Occurrence	N/A
FY 12-13	1M/2M	\$0	Hartford		Occurrence	N/A
FY 11-12	1M/2M	\$0	Hartford		Occurrence	N/A
FY 10-11	1M/2M	\$0	Amerisure		Occurrence	N/A
FY 09-10	1M/2M	\$0	Amerisure		Occurrence	N/A

- c) Do you currently carry employee benefits liability coverage? Yes No
If yes, what is the employee count, limit, deductible, and retroactive date?

Employee count: 52 / Limit: \$1M / Deductible: \$0

- d) Has the applicant ever been declined or refused coverage, or had its coverage cancelled or non-renewed? Yes No
If yes, please explain.

Total Assets:			
Net Assets/Equity:			
Long Term Debt:			
Gross Revenues:			
Net Revenues/Income:			
Total Cash and Cash Equivalents:	\$5,471,940.00	See Attachment B	See Attachment C

a) Please provide a full description of services rendered.

Medical Examiner / Forensic Pathology

b) Operations: (for the previous 12 months please provide a breakout of the services provided, and the percentage of total gross revenues. Total must equal 100%)

Ambulance Services		Medical Spa Services	
Ambulatory Surgical Center		Nursing Home/LTC Facility	
Behavioural Health Services		Optical Services	
Blood/Plasma Banking/sperm (see blood & tissue application)		Organ/Tissue Services/OPOs (see appendix #5)	
Clinical Trials (see appendix #2)		Pathology Services	100%
Community Health Clinic		Pharmacy Services (see pharmacy application)	
Fertility Services		Rehabilitation Services	
Foster/Adoption Services		Schools for Healthcare Professionals (see appendix #4)	
Genetic Testing Services		Sleep Center	
Group home/Adult Day-care		Social Services	
Healthcare Staffing (see appendix #3)		Substance Abuse Services	
Home Healthcare Services		Telemedicine Services	
Hospice Care Services		Urgent Care Center	
Imaging Services		Weight Loss Services	
Laboratory Services		All Other Services: Describe below	

All Other Services: N/A

c) Please provide the number of patient contacts in the previous 12 months and current projection:

Clinic			
Laboratory			
Other (specify)			
TOTAL VISITS	0	0	0

d) Does the insured have any beds for overnight stays?..... Yes No
(If yes, number of beds and average occupancy)

e) Has your facility been surveyed by an accreditation agency within the past three years? Yes No
i. If "Yes", please list date(s) of last survey: 04 / 19 / 2012

f) Does the insured provide any services outside of the United States? Yes No
(If yes, Please explain)

g) Do you compound in bulk, manufacture or wholesale medicine?..... Yes No
(If yes, Please explain)

h) Does the applicant anticipate making any significant changes in the services/products provided within the next 12 months?..... Yes No
(If yes, Please explain)

i) Does the insured sell any products?..... Yes No
(If yes, Please explain)

j) Has a product ever been recalled? Yes No
i. If "Yes", please explain (dates, volumes, and reasons for the recall)

a) Schedule of Physicians, Surgeon, Osteopath, Podiatrist, Orthodontist, Chiropractor, Psychiatrist, Psychologist or Dentist – on Staff or Contracted: (supply separate sheet if necessary) **See Attachment A**

		<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			<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	<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

- i. Would you like any listed physician to be covered under the facility's policy? Yes No
(if yes, please submit a CV or application for each physician)
- ii. Is physician credentialing and privileging formalized and documented? Yes No
- iii. Do any of the above physicians have direct patient care responsibilities? Yes No
(if yes, what is the physician's role in providing services for the applicant's facility?)

b) Please provide details of all other staff utilized

Registered Nurses						
Licensed Practical Nurses						
Licensed Vocational Nurses						
Nurse Practitioners						
Physician Assistants						
Certified Nursing Assistants						
Physical, Occupational, and Speech Therapists						
Home Health Aides						
Skiers/Companions						
Emergency Medical Technicians						
Paramedics						
Pharmacists						
Technicians						
Social Workers						
Other (please provide description)	See Attachment A					

a) Does the applicant have a full time risk manager on staff?..... Yes No
(If yes, please provide the following details.)

Name _____

Title _____

Telephone (____) _____

Qualifications/Experience _____

b) Does the applicant have a formal, written risk management/loss prevention program? (please provide details, separately if necessary)..... Yes No

c) Does the applicant require new employees to participate in a training program that instructs them on all applicable company policies and procedures?..... Yes No

d) Does the applicant handle claims in-house or utilize the services of a third party administrator? (please provide details of in-house claims personnel/TPA used)

- a) Are all health professionals credentialed prior to hiring?..... Yes No
- b) Are physicians required to be board certified in their speciality?..... Yes No
- c) How often are physicians re-credentialed? N/A
- d) Prior to hiring any employee, does the applicant verify:
 - i. Education background and training?..... Yes No
 - ii. Employment references with at least two previous employers?..... Yes No
 - iii. Criminal record, on a Local, State and National scale? (Please indicate which apply)
 - iv. Driving record?..... Yes No
 - v. Credit record?..... Yes No
 - vi. Drug tests?..... Yes No
 - vii. Sex Offender Registry?..... Yes No
- e) Does the applicant keep all information on file and verify its completion prior to employment commencement?..... Yes No

- a) Has any claim or suit for an error, omission or malpractice ever been made against you or your organization or any employees/staff working on your behalf?..... Yes No
If Yes, how many? _____ Complete a copy of our Supplemental Claim form for each
- b) Are you or any proposed insured for this insurance aware of any claim or suit, or any act, error, omission, fact, circumstance, or records request from any attorney which may result in a malpractice, general liability, or products liability claim or suit?..... Yes No
If Yes, has each of these been reported to the current or any prior insurer?..... Yes No
How many? _____ Complete a copy of our Supplemental Claim form for each
- c) Has the applicant or any staff:
 - i. ever been the subject of disciplinary/investigative proceedings or reprimand by a governmental/administrative agency, hospital or professional association? Yes No
 - ii. ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? Yes No
 - iii. ever been treated for alcoholism or drug addiction? Yes No
 - iv. ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refuses or accepted only on special terms or ever voluntarily surrendered same? Yes No
(if yes, please provide an explanation on any/all incidents)

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurer to defraud or attempt to defraud the insurer. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurer or agent of an insurer 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.

DISTRICT OF COLUMBIA: 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 and an insurer may deny insurance benefits if false information materially related to a claim made by the applicant.

FLORIDA: 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 in the third degree.

LOUISIANA AND MARYLAND: 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.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurer to defraud the insurer. Penalties may include imprisonment, fines or denial of insurance benefits.

MINNESOTA: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

OKLAHOMA: 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.

PENNSYLVANIA: 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.

NEW YORK AND KENTUCKY: Any person who knowingly and with intent to defraud an insurer or other person files an application for insurance or statement of claims 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. New York applicants are subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation. Pennsylvania applicants are subject to criminal and civil penalties.

Signed: _____
Date: July 30, 2014
Print Name: Jon R. Thogmartin
Title: President
(Owner, Partner, Authorized Officer)

If this Application is completed in Florida, please provide the Insurance Agent's name and license number. If this Application is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: Teri L. Raffey
Florida Agent's License Number: A063274
Agent's Signature: *Teri L. Raffey*



PRIOR CLAIMS INFORMATION SUPPLEMENTAL APPLICATION

APPLICANT'S INSTRUCTIONS - PLEASE READ:

- 1. Please type or print clearly.
2. Answer ALL questions completely leaving no blanks. If any questions, or part thereof, do not apply, print N/A in the space.
3. If additional space is needed to answer any questions fully, please attach a separate page.
4. This supplemental application must be completed, dated and signed by a Principal of the Applicant.
5. Complete one form for each incident, claim, or suit.

a) Name of Applicant/Entity(s): Jon R. Thogmartin, M.D., P.A.

b) Name of Patient/Claimant(s): N/A

c) Date(s) of Treatment: N/A Date of Claim/Suit:

d) Claimant's Allegations: N/A

e) Additional Defendants: N/A

- f) Status of Claim: [] Incident (negligent act, error or omission or an Accident that could lead to a Claim)
[] Claim (written notice received by any Insured of an intention to hold the Insured responsible for compensation for Damages)
[] Suit (demand, notice, summons or other process received by the Insured or its representative)

- g) Description of Claim: (include nature of treatment and your involvement)
a. Alleged act, error of omission on which the claims is based:
b. Description of cases and events:
c. Description of the type and extent of injury or damages allegedly sustained:

- h) Current Disposition of Claim:
[] DISMISSED (action dropped without any payment to claimant of Statute of Limitations has expired)
[] ABANDONED (no activity from claimant for over 3 years)
[] WON by defense
[] WON by claimant
Total Paid: \$ Amount Paid on your behalf: \$
Please Indicate: [] Court judgment, or [] Out of court settlement

OPEN Claimant's settlement demand: \$
Defendant's Offer for settlement: \$
Insurer's loss reserve: \$

i) Explain what steps have been taken to prevent recurrences of similar claims:

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

FRAUD WARNING DISCLOSURE

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO AND 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 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 KANSAS APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON 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 A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY OR 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 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.

NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND 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 CLAIMS 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. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)

Signed: _____

Date: July 30, 2014

Print Name: Jon R. Thognmartin

Title: President

(Owner, Partner, Authorized Officer)

If this Application is completed in Florida, please provide the Insurance Agent's name and license number. If this Application is completed in Iowa or New Hampshire, please provide the Insurance Agent's name and signature only.

Agent's Printed Name: _____

Florida Agent's License Number: _____

Agent's Signature: _____

**PROFESSIONAL LIABILITY APPLICATION
ATTACHMENT A**

ATTACHMENT A

Licensed Physicians:		Specialty:	License Number:		EXPIRE DATE
IGNACIO	SUSAN S	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME80313	10/31/2014
KURZ	WAYNE D	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME96874	10/31/2014
PALMA	NOEL A	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME78540	10/31/2014
THOGMARTIN	JON R.	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME71056	10/31/2014
WILSON	CHRISTOPHER I.	FORENSIC PATHOLOGY	MEDICAL DOCTOR	ME79491	10/31/2014

OTHER STAFF UTILIZED:

FORENSIC LABORATORY PERSONNEL -	24 TOTAL	22 FULL-TIME	1 PART-TIME
MEDICAL EXAMINER SUPPORT PERSONNEL -	28 TOTAL	18 FULL-TIME	4 PART-TIME

ACCREDITATIONS FROM GOVERNMENTAL AGENCIES / ASSOCIATION MEMBERSHIPS

AMERICAN ACADEMY OF FORENSIC SCIENCES	12/31/14
AMERICAN BOARD OF CRIMINALISTICS	12/31/14
AMERICAN BOARD OF FORENSIC TOXICOLOGY	12/31/14
AMERICAN BOARD OF MEDICOLEGAL DEATH INVESTIGATORS	12/31/14
AMERICAN BOARD OF PATHOLOGY	N/A
AMERICAN SOCIETY FOR CLINICAL PATHOLOGY	12/31/14
AMERICAN SOCIETY FOR TESTING & MATERIALS INTERNATIONAL	12/31/14
AMERICAN SOCIETY OF CRIME LABORATORY DIRECTORS	05/01/15
ASSOCIATION OF FORENSIC QUALITY ASSURANCE MANAGERS	12/31/14
COLLEGE OF AMERICAN PATHOLOGISTS	12/31/14
DRUG ENFORCEMENT AGENCY/CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE	11/30/15
FLORIDA ASSOCIATION OF MEDICAL EXAMINERS	12/31/14
FLORIDA MEDICAL ASSOCIATION	10/31/14
FLORIDA WEST COAST FUNERAL PROFESSIONALS ASSOCIATION	12/31/14
FORENSIC TOXICOLOGIST CERTIFICATION BOARD	08/31/14
FRATERNAL ORDER OF POLICE	12/31/14
NATIONAL ASSOCIATION OF MEDICAL EXAMINERS	10/31/14
PINELLAS COUNTY MEDICAL ASSOCIATION	07/31/15
SOCIETY OF FORENSIC TOXICOLOGISTS	12/31/14

SCHEDULE C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS
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1. **LIMITATIONS ON LIABILITY.** By entering AGREEMENT, DR. THOGMARTIN acknowledges and agrees that the services will be provided without any limitation on DR. THOGMARTIN's liability. The County objects to and shall not be bound by any term or provision that purports to limit the DR. THOGMARTIN's liability to any specified amount in the performance of the services. DR. THOGMARTIN shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. DR. THOGMARTIN is deemed to have accepted and agreed to provide the services without any limitation on DR. THOGMARTIN's liability that DR. THOGMARTIN does not take exception to in its response. Notwithstanding any exceptions by DR. THOGMARTIN, the County reserves the right to declare its prohibition on any limitation on DR. THOGMARTIN's liability as non-negotiable, to disqualify any DR. THOGMARTIN that includes exceptions to this prohibition on any limitation on DR. THOGMARTIN's liability, and to proceed with another responsive, responsible AGREEMENT, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By entering AGREEMENT, the DR. THOGMARTIN acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the DR. THOGMARTIN's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the DR. THOGMARTIN harmless in any way related to the services. DR. THOGMARTIN shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the DR. THOGMARTIN to be included in the Services Agreement. DR. THOGMARTIN is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that DR. THOGMARTIN does not take exception to in its response. Notwithstanding any exceptions by DR. THOGMARTIN, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any AGREEMENT that includes exceptions to this paragraph, and to proceed with another responsive, responsible AGREEMENT, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Within 10 days prior to commencement of work, DR. THOGMARTIN shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the AGREEMENT and/or contract period.

 - c) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by DR. THOGMARTIN, and any subcontractors, to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured.

 - d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by DR. THOGMARTIN to the County at least thirty (30) days prior to the expiration date.
 - (1) DR. THOGMARTIN shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said DR. THOGMARTIN from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve DR. THOGMARTIN of this requirement to provide notice.

 - (2) Should DR. THOGMARTIN, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge DR. THOGMARTIN for such purchase or offset the cost

SCHEDULE C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS
--

against amounts due to DR. THOGMARTIN for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- e) The County reserves the right, but not the duty, to review and request a copy of DR. THOGMARTIN's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this AGREEMENT, DR. THOGMARTIN shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between DR. THOGMARTIN and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to DR. THOGMARTIN to the same extent DR. THOGMARTIN is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from DR. THOGMARTIN to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. DR. THOGMARTIN shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the AGREEMENT and/or is signing the agreement with the County. If DR. THOGMARTIN is a Joint Venture, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DR. THOGMARTIN.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that DR. THOGMARTIN is only using employees named on such list to perform work for the County. Should employees not named be utilized by DR. THOGMARTIN, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by

SCHEDULE C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS
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the contractor occurs, or alternatively find DR. THOGMARTIN to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both DR. THOGMARTIN and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If DR. THOGMARTIN does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless DR. THOGMARTIN can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Professional Liability (Medical Malpractice) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", DR. THOGMARTIN may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 3,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total

SCHEDULE C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance DR. THOGMARTIN will be responsible for all damage to its own property, equipment and/or materials.