



**SCOTT COUNTY EMERGENCY MANAGEMENT COMMISSION**

Chief Gerald Voelliger, Chair  
David Donovan, Emergency Management Coordinator  
1100 East 46<sup>th</sup> Street, Davenport, Iowa 52807  
Phone 563-484-3050 scema@msn.com

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October 12, 2015

To: Dee Bruemmer  
County Administrator

From: David Donovan  
EMA Coordinator

Subj: Physician's liability insurance renewal

As you may recall when we presented the annual insurance renewal information to the Board of Supervisors earlier this year, there are two policies that do not renew at the beginning of the fiscal year. The first policy is the surety bond or crime policy. That policy provides coverage for employee theft, embezzlement, misuse of funds, etc. As you know, we renewed that policy in August, with the same company, Traveler's at an annual premium amount of \$7,715.00. Last year's premium for this policy was \$6,089.00. I am including this as information only for the Board's consideration as part of the total insurance costs and coverage.

Now, we have a renewal proposal prepared by Arthur Gallagher (our broker) for the physician's liability policy for the Jail medical operation. The company quoted for this coverage is Columbia Casualty, a renewal of last year's policy. This coverage is delineated as provided by Scott County in our contract with Dr. Posey, the current staff physician for the Jail medical operation, managed by the Health Department. The renewal amount for this policy is \$17,951.74. Last year's premium for this policy was the same amount.

I recommend that the Board approve the renewal proposal from Columbia Casualty Company in the above amount. This expense is budgeted in the current operational budget.

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# Declarations

## PHYSICIANS/SURGEONS PROFESSIONAL LIABILITY POLICY

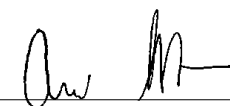
**YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF MEDICAL INCIDENTS OCCURRING ON OR AFTER THE PRIOR ACTS DATE STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.**

AGENCY BRANCH: 970 POLICY NUMBER: NSD 4015737435 ISSUE DATE: 10/1/2015 Renewal

AGENT/PRODUCER No:045583	Insurance is Provided By:
AmWINS Brokerage of New England, LLC 308 Farmington Avenue Farmington, CT 06032	Columbia Casualty Company 333 S. Wabash Ave., Chicago, IL 60604 A Stock Insurance Company, herein referred to as we, us or our.

1. NAMED INSURED and ADDRESS: Christopher M. Posey, Sr., D.O. 5324 54th Avenue Court Bettendorf, IA 52722	
2. INSURED ORGANIZATION: N/A	
3. MEDICAL SPECIALTY: Family General/Emergency Medicine - No Surgery	SPECIALTY CODE: 84102
4. POLICY PERIOD: From: 10/24/2015 To: 10/24/2016 (12:01 a.m. Standard time at the address shown in item 1.)	
5. LIMITS OF LIABILITY: \$ 1,000,000 each claim ( <b>damages and claim expenses</b> ) \$ 3,000,000 Aggregate ( <b>damages and claim expenses</b> )	
6. DEDUCTIBLE: \$ 5,000 each claim (inclusive of <b>claim expenses</b> )	
7. PRIOR ACTS DATE: 10/24/2009	
8. TOTAL PREMIUM: \$ 17,774.00 Iowa Premium: \$17,774.00 Fees: _____ Surplus Lines Tax: \$177.74	
9. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: See Attached Schedule of Forms And/Or Endorsements	

This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

  
\_\_\_\_\_  
Authorized Representative



## SCHEDULE OF FORMS AND/OR ENDORSEMENTS

### FORMS OR ENDORSEMENTS ATTACHED AT POLICY ISSUANCE INCLUDE:

CNA74300XX (06-14)	Service of Suit
G-22501-A (Ed.06/04)	Professional Liability Policy
GSL13260XX (5-09)	Locum Tenens Extension Of Coverage Endorsement
GSL2804XX (6-08)	Consent To Settle Provision With Full Limitation Endt.
GSL5763XX (6-07)	Surgery Or Other Medical Procedures Exclusion
GSL6418 (7-05)	Practice Limitation/Restricted Coverage Endorsement
HP4001 (5-04)	Amendment to the Definition of Professional Services
HP4002 (5-04)	Minimum Earned Premium
HP4007-14 (6-04)	State Provisions - Iowa
HP4025 (6-04)	Protected Health Information/Privacy Endorsement

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

G147375A (2-09)

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Insured Name:

Policy No: NSD 4015737435

Endorsement No:

Effective Date:



**CONSENT TO SETTLE PROVISION WITH FULL LIMITATION ENDORSEMENT**

This endorsement modifies the coverage provided under:

Physicians and Surgeons Limited Professional Liability Policy (G-22501-LTD)  
Physicians and Surgeons Professional Liability Policy (G-22501-A)

In consideration of the premium charged, **SECTION I. COVERAGE AGREEMENTS**, paragraph **B.**, Duty to Defend, is amended to delete the third sentence and replace it with the following sentences:

We have the right to negotiate and settle any suit or **claim**, provided however, we will not settle any **claim** without the consent of the **Insured**. If, however, the **Insured** refuses to settle a suit or **claim** recommended by us and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the suit or **claim** could have been settled plus all **claim expenses** incurred up to the time we made our recommendation, which amount shall not exceed the remainder of such applicable limit of liability as specified in the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## Minimum Earned Premium

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A  
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

Section **VI, Special Conditions** paragraph **N. Cancellation** is amended to add the following:

If we cancel, the refund will be pro-rata. If the **Named Insured** cancels, we shall retain a minimum earned premium of 25 % of the total annual premium. The cancellation will be effective even if we have not made or offered a refund.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## Practice Limitation/Restricted Coverage Endorsement

This endorsement modifies insurance provided under:

- Physicians and Surgeons Professional Liability Policy (G-22501-A)
- Physicians and Surgeons Limited Professional Liability Policy (G-22501-LTD)

**Insured's Name:** Christopher M. Posey, Sr., D.O.

<b>SCHEDULE OF SERVICES</b>
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Professional services rendered for/at Iowa County prisons

In consideration of the premium paid, it is agreed that:

- The following new exclusion is added to Section **II. EXCLUSIONS** :

With respect to the **Insured** listed above, we will not pay damages or defend any **claim** under this Policy based on or arising out of any **professional services** which are not listed in the **Schedule** above.

- The definition of "**Professional Services**" in Section **IV. DEFINITIONS** deleted in its entirety and replaced by the following:

- "**Professional Services**" means only those services listed in the **Schedule** above, for which an **Insured** is licensed, trained and qualified to perform in their profession as a physician or surgeon:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## LOCUM TENENS EXTENSION OF COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A  
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

1. Section **II. Exclusions**, exclusion **F.** is deleted in its entirety.
2. The **locum tenens** scheduled below has submitted applications and is approved for coverage in accordance with all of the provisions of this Policy.
3. The **locum tenens** and the physician for whom the **locum tenens** substituting will share in the same limit of liability as applicable to the physician.

**Locum Tenens:**

Ann Kandis, M.D.

(Coverage for **locum tenens** is in replacement of coverage for the Named Insured rather than in addition to such coverage. Coverage for **locum tenens** is not to exceed 60 days within the **Policy period.** )

**Substituting for Named Insured:**

Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## LOCUM TENENS EXTENSION OF COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A  
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

1. Section **II. Exclusions**, exclusion **F.** is deleted in its entirety.
2. The **locum tenens** scheduled below has submitted applications and is approved for coverage in accordance with all of the provisions of this Policy.
3. The **locum tenens** and the physician for whom the **locum tenens** substituting will share in the same limit of liability as applicable to the physician.

**Locum Tenens:**

Joanne Miller, M.D.

(Coverage for **locum tenens** is in replacement of coverage for the Named Insured rather than in addition to such coverage. Coverage for **locum tenens** is not to exceed 60 days within the **Policy period.** )

**Substituting for Named Insured:**

Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)





**SURGERY OR OTHER MEDICAL PROCEDURES EXCLUSION**

This endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A;  
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD.

Solely with respect to the **Named Insured** shown in the SCHEDULE below, it is understood and agreed that Section **II. EXCLUSIONS** is amended to include the following exclusion:

We will not pay **damages** or defend any **claim** under this Policy based on or arising out of any:

1. Surgery, other than the incision of boils and superficial abscesses or suturing skin and superficial fascia;
2. Pregnancy termination procedures;
3. Prenatal care; or
4. Obstetrics.

This exclusion does not apply to those services performed while assisting in surgical procedures.

SCHEDULE

**Named Insured:** Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

**PROFESSIONAL LIABILITY POLICY  
PHYSICIANS/SURGEONS**

**THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF MEDICAL INCIDENTS OCCURRING ON OR AFTER THE PRIOR ACTS DATE STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE INSURED WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.**

**THE LIMITS OF LIABILITY OF THIS POLICY ARE SUBJECT TO REDUCTION, AND MAY BE COMPLETELY EXHAUSTED, BY ANY CLAIM EXPENSES INCURRED IN THE DEFENSE OF ANY CLAIM.**

We are the stock insurance company designated on the Declarations. We agree with the **Insured** as follows:

**I. COVERAGE AGREEMENTS**

**A. Insuring Agreement**

We will pay those sums in excess of the deductible and within the Limits of Liability that the **Insured** becomes legally obligated to pay as **damages** because of a covered **claim** by reason of a **medical incident** in the rendering or failure to render **professional services** by the **Insured** or by anyone for whom the **Insured** is liable, provided that:

1. such **claim** is both first made against the **Insured** and reported in writing to us during the **policy period**; and
2. the **medical incident** occurs on or after the **prior acts date** shown in the Declarations and prior to the end of the **policy period**; and
3. such **claim** is reported to us, in accordance with Section VI, paragraph C., below, during the **policy period** or any **Extended Reporting Period** we provide under Section V- EXTENDED REPORTING PERIOD; and
4. prior to the inception date of the **policy period**, no **Insured** had knowledge of, or should have known, of any circumstances which might have resulted in a **claim**; and
5. the **medical incident**, or any **related medical incident** has not been the subject of any notice given under any prior policy.

**Claim expenses** are within and reduce the Limits of Liability.

**B. Duty to Defend**

We have the right and will defend any **claim** to which this insurance applies, even if any of the charges of such **claim** are groundless, false or fraudulent. We have the right to appoint counsel and to make such investigation and defense of any **claim** as we feel appropriate. We have the right to negotiate and settle any suit or **claim**. Our payment of the Limit of Liability ends our duty to defend or settle. However, we have no duty to defend the **Insured** against any **claim** seeking **damages** to which this insurance does not apply. We have no duty to defend any **claims** not covered by this Policy.

## II. EXCLUSIONS

We will not pay **damages** or defend any **claim**, under this Policy based on or arising out of:

- A. any amounts which the **Insured** or any party must pay under any unemployment or workers' compensation, disability benefits or other similar law;
- B. any liability resulting from owning, using, taking care of, loading or unloading, or the entrustment to others of any automobile, mobile equipment, watercraft or aircraft;
- C. any liability the **Insured** assumes under any contract or agreement;
- D. the willful violation of a statute, ordinance or regulation imposing criminal penalties;
- E. any liability the **Insured** has as a proprietor, superintendent, medical director, administrative or executive officer of any:
  - 1. hospital, nursing home or sanitarium;
  - 2. clinic with bed and board facilities;
  - 3. outpatient surgery center, healthcare facility, laboratory, emergency medical service; or
  - 4. business other than the **Named Insured's** medical practice except if such business is a laboratory facility that the **Named Insured** maintains for testing of its own patients or is necessary to the practice of its specialty;
- F. **professional services** by any physician or surgeon who is acting as a **locum tenens**. This exclusion does not apply, however, to any liability the **Named Insured** may have as a result of such **medical incident**;
- G. actual or alleged involvement in any:
  - 1. **anti-trust law** violation; or
  - 2. agreement or conspiracy to restrain trade;
- H. libel or slander which results from:
  - 1. advertising, broadcasting or telecasting by the **Insured** or on the **Insured's** behalf;
  - 2. the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products and services made by or at the **Insured's** discretion with knowledge of the falsity thereof;
- I. any act of sexual intimacy, sexual molestation or sexual assault. This exclusion applies whether the sexual activity is done under the guise of treatment or otherwise and with or without the consent of the individual;
- J. the use, administration or prescription of any drug, pharmaceutical, or medical device disapproved or not yet approved by the United States Food and Drug Administration for treatment of human beings;
- K. **professional services** rendered while:
  - 1. the **Insured's** license to practice medicine or the certification of the individual responsible for providing **professional services** is not in effect; or
  - 2. prescribing or dispensing of controlled substances while the license or registration to prescribe or dispense such controlled substances issued to the **Insured** is not in effect;
- L. the creation, alteration or modification with fraudulent intent of the medical records of any person by the **Insured** or any person for whose acts or omissions the **Insured** is legally responsible;
- M. any guarantee of the results of providing **professional services**;

- N. experimental or investigational procedures or practice protocols; or
- O. administration of general anesthesia, deep sedation, or conscious sedation, unless administered by the **Insured** and:
  - 1. the **Insured** is a licensed anesthesiologist or certified registered nurse anesthetist; and,
  - 2. such services are performed in a hospital or state licensed hospital or related surgical center;
- P. the **Insured's** activity as a member of any accreditation or standards review board or similar body.

### III. LIMITS OF LIABILITY AND DEDUCTIBLE

#### A. Limits available to Named Insureds:

The Limits of Liability set forth in paragraphs C and D below shall apply separately to each **Named Insured**. However, each **Named Insured** will share its limits with all other **Insureds**, other than **Named Insureds**, as set forth in paragraph B below.

#### B. Limits available to all Insureds other than Named Insureds:

With respect to all **Insureds** other than a **Named Insured**:

- 1. Such **Insureds** will share the "each **claim**" and aggregate limits of a **Named Insured**. As such, such **Insureds** are not provided with separate limits of liability hereunder. Any **damages** or **claim expenses** covered by this policy and paid on behalf of such **Insureds** shall be applied against the limits of liability applicable to a **Named Insured**. If we determine that such **Insured's** liability in connection with a **claim** arises out of the **professional services** performed by more than one **Named Insured**, then **damages** and **claim expenses** paid in connection with such **claim** will be applied equally against the limits available to such multiple **Named Insureds** on whose behalf we pay **damages** or **claim expenses**.
- 2. In the event a **claim** is made against such **Insureds** in connection with **professional services** of a physician or surgeon who is no longer covered under this Policy or under any policy of which this is a renewal or under any **Extended Reporting Period**, we will allocate such **Insured's** liability equally among all **Named Insureds**.
- 3. Regardless of the number of **Named Insureds** with whom the **Insureds** share limits, such **Insureds'** total available limit for the **claim** shall not exceed the "each **Claim**" and aggregate limits set forth in the Declarations.

#### C. Each Claim

The limit of liability stated for "each **claim**" shall not exceed the limit of liability stated in the Declarations as "each **claim**".

#### D. Aggregate

Subject to provision C. above, the total limit of our liability for all **claims** shall not exceed the limit of liability stated in the Declarations as "aggregate".

The "each claim" and aggregate limit of liability apply to each annual **policy period**. .

#### E. Deductible obligation of Named Insured

- 1. Our obligation to pay **damages** as a result of a **claim** and to pay related **claim expenses** is in excess of the applicable amount of the deductible. A separate deductible applies to each **Named**

**Insured** and to each **claim**. Such **Named Insured** shall pay all **damages** and **claim expenses** up to the amount of their respective deductibles. .

2. The deductible amount shall be payable by the **Named Insured** as **claim expenses** are incurred or a payment for **claim** is made.

**F. Deductible applicable to all Insureds other than Named Insureds**

With respect to all **Insureds** other than a **Named Insured**:

1. Such **Insureds** will share the "each **claim**" deductible of a **Named Insured**. As such, such **Insureds** are not subject to separate deductibles. Any **damages** or **claim expenses** covered by this policy and paid on behalf of such **Insureds** shall be applied against the deductible applicable to a **Named Insured**. If we determine that such **Insured's** liability in connection with a **claim** arises out of the **professional services** performed by more than one **Named Insured**, then **damages** and **claim expenses** paid in connection with such **claim** will be applied equally to the deductibles obligations of such multiple **Named Insureds** on whose behalf we pay **damages** or **claim expenses**.
2. Regardless of the number of **Named Insureds** with whom the **Insureds** share deductibles, the total deductible applicable to such **Insureds** for the **claim** shall not exceed the "each **Claim**" deductible set forth in the Declarations.

**G.** A **claim** shall be deemed made on the earliest date when notice of such **claim** is received and recorded by an **Insured** or by us, whichever comes first.

**H.** If **related claims**, including **related claims** made against multiple **Named Insureds**, otherwise covered under this Policy, are reported to us during the **policy period** or any renewal policy period all such **related claims** whenever reported to us, shall be considered a single **claim** first reported to us within the policy period in which the earliest of the **related claims** was reported to us, provided however if such **related claims** are made against multiple **Named Insureds**, the separate limits available to each **Named Insured** shall apply.

#### IV. DEFINITIONS

"**Anti-trust law**" means those laws listed in Title 15, Section 12, of the United States Code; the Federal Trade Commission Act; or any similar state law.

"**Circumstance**" means any **medical incident** from which the **Insured** expects a demand for money or services, naming an **Insured**, could be made.

"**Claim**" means the receipt of a demand for money or services, naming an **Insured** and alleging a **medical incident**. **Claim** also means a **circumstance**.

"**Claim Expenses**" means:

- A. fees charged by an attorney we designate; and
- B. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a **claim**.

These expenses must be incurred by us or by the **Named Insured** with our prior written consent.

"**Claim Expenses**" do not include:

- A. salary charges of our regular employees or Company officials; or
- B. fees and expenses of independent adjusters.

"**Damages**" mean all sums that the **Insured** becomes legally obligated to pay. **Damages** do not include:

- A. Sanctions, fines, government payments or penalties;
- B. Payment for **professional services**, including the waiver, return, withdrawal or reduction of fees paid to the **Insured** or payment by the **Insured** of fees for **professional services** provided by others; or
- C. Punitive, treble or exemplary **damages**, unless such coverage is required by state law.

“**Employee**” means a person whose work is engaged and directed by the **Insured Organization**.

“**Extended Reporting Period**” means the time after the **policy period** for reporting **claims** due to a **medical incident**. The **medical incident** must happen on or after the prior acts date and before the end of the **policy period**.

“**Insured**” means the **Named Insured** and any **Locum Tenens** for whom an application has been submitted and approved by us and that is listed as an Approved **Locum Tenens** in an endorsement to this Policy.

The following entities and individuals shall also be deemed to be **Insureds** under this policy but solely as set forth below:

1. An **Insured Organization** but solely for its vicarious liability for the acts or omissions of:
  - a. a **Named Insured**
  - b. any physician or surgeon who was formerly a **Named Insured** under this Policy or any Policy of which this a renewal; or
  - c. an **Insured** under paragraphs 2 and 3 below.
2. Any individual other than a licensed physician or surgeon who, during the **Policy Period**, was, is or becomes the **employee** of the **Insured Organization** but solely for services performed by such person within the course and scope of their employment by the **Insured Organization**, and provided that the services in dispute are **professional services**.
3. Any authorized volunteer worker or student, other than a physician, surgeon, physician’s assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist, chiropractor or podiatrist, or other medical practitioner, shall be considered an **Insured**, but only for services performed by such person within the course and scope of their duties for the **Named Insured** and provided that the services in dispute are **professional services**.

“**Insured Organization**” means any sole proprietorship, partnership, professional corporation, professional association, limited liability company or other entity designated as such in the Declarations.

“**Locum Tenens**” means a physician or surgeon who is temporarily serving as a relief or substitute physician or surgeon for a **Named Insured**.

“**Medical Incident**” means any act, error or omission that occurs in the rendering or failure to render **professional services** by an **Insured**.

“**Named Insured**” means any physician or surgeon listed on the Declarations. Any physician or surgeon not listed on the Declarations is not insured under this Policy.

“**Policy period**” means the date and time shown in Item 3 of the Declarations or any earlier termination.

“**Prior acts date**” means the date stated in the Declarations as the prior acts date. This Policy excludes from coverage all **claims** by reason of **medical incidents** that happened before the **prior acts date**.

“**Professional services**” mean those services for which a physician or surgeon is licensed trained and qualified to perform in their profession as a physician or surgeon.

“**Related claims**” mean all **claims** arising out of a **medical incident** or arising out of **related medical incidents** in the rendering of **professional services**.

“**Related medical incident**” means any **medical incidents** related by common fact, circumstance, situation; transaction, event, advice, decision or course of treatment will be considered one **medical incident**. It is understood that all **medical incidents** arising out of the pre-natal care, delivery and post natal care of a woman and her unborn or born child or children are **related medical incidents**.

## V. EXTENDED REPORTING PERIOD

We will provide an **extended reporting period** described below, if coverage under this policy is terminated for any reason other than as set forth below.

To use this right, a **Named Insured** must:

- A. write to us within thirty (30) days of the termination of the Policy, or their coverage under the policy, telling us they want the extension, and
- B. pay the premium to us promptly when due.

If any **Named Insured** makes a written request for an **extended reporting period** and pays the additional premium within thirty (30) days after the expiration of the policy period, we will issue an endorsement to such **Named Insured** providing an **extended reporting period** of thirty-six (36) months from the end of the policy period.

The **extended reporting period** endorsement will not take effect unless the additional premium is paid when due. We will determine the additional premium in accordance with our rules and rates in force on the effective date of the **extended reporting period**.

If that premium is paid when due, the **extended reporting period** endorsement may not be canceled. The coverage provided by such endorsement will be excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, with a policy period beginning or continuing after the endorsement takes effect. The premium for the **extended reporting period** will be fully earned when paid.

The **Named Insured's** limits of liability remaining under this policy at the time of termination will be the limits of liability applying to the **extended reporting period**. Such remaining limits will be shared with all **Insureds** (other than with other **Named Insureds**) as set forth in Section III. Limits of Liability, paragraph B.

No **extended reporting period** changes the coverage or extends any **policy period**. No **extended reporting period** applies to **claims** that are covered under any subsequent insurance which replaces in whole or in part the coverage provided by this policy, or that would be covered but for the exhaustion of the amount of insurance applicable to such **claims**.

There is no right to purchase the **extended reporting period** if we cancel or refuse to renew this Policy due to:

- A. non-payment of premiums or deductible amounts; or
- B. non-compliance with any of the terms and conditions of this Policy by any **Named Insured** seeking to exercise such right; or
- C. if at the time this right could be exercised by any **Named Insured**, such **Named Insured's** right to practice medicine is revoked, suspended or surrendered at the request of any regulatory authority.

## VI. SPECIAL CONDITIONS

### A. Territory

This policy applies to **medical incidents** occurring within the state listed in item 1 of the Declarations page except that no such territorial limitation shall apply if the **medical incident** occurs during an emergency situation in which a **Named Insured** was called upon to provide medical assistance. Notwithstanding anything to the contrary, **claim** must be made and suit brought against the **Insured** in the United States of America, its territories or possessions, or Canada.

### B. Duties of the First Named Insured on the Declarations

The first **Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this policy with our consent;
2. the payee of any premiums we refund;
3. responsible for:
  - a. the payment of all premiums due;
  - b. keeping records of the information we need for premium computation, and sending us copies at such times as we may request;
  - c. the payment of all deductible amounts when due; and
  - d. notifying us that the **Named Insured** wants to cancel this policy.

### C. Notice of a Claim that is a Written Demand

The **Named Insured** must give us written notice of a **claim** that is a written demand immediately and within the **policy period**. Such notice must specify the names and addresses of the injured people and any witnesses and must provide information on the time, place and nature of the event;

### D. Notice of a Claim that is a Circumstance

The **Named Insured** must give written notice to us of a **claim** that is a **circumstance** immediately and within the **policy period**. Such notice must be made by fully completing a Circumstances Reporting Form, a copy of which is attached to this policy. The Circumstances Reporting Form may be sent to us via mail or fax at the number of address set forth therein.

### E. Other Duties in the Event of a Claim

1. The **Named Insured** must immediately forward to us all documents which any **Insured** receives in connection with the **claim**;
2. The **Insureds** must fully cooperate with us or our designee in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to the **Named Insured** because of a **medical incident**. The **Insureds** shall attend hearings and trials; assist in securing and giving evidence and obtaining the attendance of witnesses;
3. The **Insureds** must refuse, except at the **Insured's** own cost, to voluntarily make any payment, assume any obligation or incur any expense other than reasonable medical expenses incurred at the time of an accident.

### F. Inspections and Surveys

We have the right but are not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions we find;



3. recommend changes;
4. conduct loss control and prevention activity.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not:

1. make safety inspections;
2. undertake to perform the duty of any person or entity to provide for the health or safety of workers or the public; nor
3. warrant that conditions and procedures:
  - a. are safe or healthful; or
  - b. comply with laws, regulations, codes or standards.
4. accept incident reports that have been made for risk management purposes.

This provision applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, recommendations or gives loss control or prevention advice.

#### **G. Examination of the Named Insured's Books and Records**

We may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

#### **H. Premium**

Premiums for this policy are payable to us in advance. They may be paid to us or our authorized representative. The premium is due on the inception date of the policy.

The first **Named Insured** must keep accurate records of the information we will need to compute the premium. The first **Named Insured** agree to send us these records at the end of each policy period, or any other time we request them.

#### **I. Other Insurance**

If other valid and collectible insurance is available to the **Insured** for a **claim** we cover under this policy, our obligations are limited as follows:

1. This insurance is excess over any other insurance, whether such insurance is stated to be primary, excess, contingent or on any other basis.
2. We will have no duty to defend any **claim** that any other insurer has a duty to defend. If no other insurer defends, we will do so, subject to all **policy periods** and conditions but we will be entitled to the **Insured's** rights against those other insurers.
3. We will pay only our share of the amount of loss, if any, that exceeds the sum of:
  - a. the total amount that all such other insurance would pay in the absence of this insurance; and
  - b. the total of all deductible and self-insured amounts under all such other insurance, or other available program.

#### **J Transfer Of Rights of Recovery**

If any **Insured** for whom we make payment under this policy has rights to recover amounts from another, those rights are transferred to us to the extent of our payment. That person or entity must do everything necessary to secure our rights and must do nothing to impair them.

#### **K. Legal Action Limitation**

The **Insured** may not bring any legal action against us concerning this policy until:

1. the **Insured** have fully complied with all the provisions of this policy; and
2. the amount of the **Insured's** obligation to pay has been decided. Such amount can be set by judgment against the **Insured** after actual trial or by written agreement between the **Insured**, us and the claimant.

Any person or entity, or their legal representative, is entitled to recover under this policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this policy. No person or entity has any right under this policy to include us in any action against the **Insured** to determine the **Insured's** liability, nor will we be brought into such an action by the **Insured's** representative. If the **Insured's** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

#### **L. Changes**

Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. It also will not prevent us from asserting any rights under the provisions of this policy. None of the provisions of this policy will be waived, changed or modified except by written endorsement issued to form a part of this policy.

#### **M. Transfer of Interest**

The **Insured** must first obtain our written consent to transfer or assign this policy. If the **Insured** dies, the policy will continue for the remaining part of the policy period; first, for the benefit of the **Insured's** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of the **Insured's** property until a legal representative is appointed.

#### **N. Cancellation**

This policy can be canceled by either the first **Named Insured** or us.

1. The first **Named Insured** can cancel this policy at any time. To do so, the first **Named Insured** must:
  - a. return the policy to us or any of our authorized representatives; or
  - b. mail a written notice to us, telling when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

2. We can cancel this policy by giving written notice to the first **Named Insured** at its last known address at least:
  - a. 10 days, if we cancel for non-payment of premium; or
  - b. 30 days, if we cancel for any other reason;before the effective date of cancellation.
3. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
4. If we cancel, the refund will be prorata. If the **Named Insured** cancels, the refund may be less than prorata. The cancellation will be effective even if we have not made or offered a refund.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **O. Non-renewal**

We can non-renew this policy by giving written notice for the first **Named Insured**, at the **Named Insured's** last known address, at least 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **P. Concealment, Misrepresentation, Fraud**

This policy is void in any case of fraud by the **Insured** relating to it. It is also void if the **Insured** intentionally conceal or misrepresent a material fact or circumstance concerning:

1. this policy;
2. any covered property; or
3. the **Insured's** interest in the covered property or this insurance.

**Q. Application**

By acceptance of this Policy the **Named Insureds** agree that:

1. all of the information and statements set forth by the **Named Insured** in the application for this policy are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Named Insured**;
2. this Policy is issued in reliance upon the **Named Insured's** representations;
3. this Policy, endorsements thereto, together with the completed and signed application (which is deemed to be incorporated herein) embody all of the agreements existing between the **Named Insured** and us and shall constitute the entire contract between the **Named Insured** and us; and
4. the misrepresentation of any material matter by the **Named Insured** will render this Policy null and void and relieve us from all liability herein.

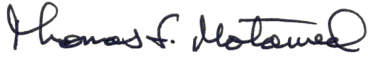

**R. ECONOMIC AND TRADE SANCTIONS**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception solely with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations and signed by our duly authorized representative.

Chairman

Secretary

 _____	 _____
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### Amendment to Definition of Professional Services

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy -Physicians/Surgeons Form G-22501-A  
Limited Professional Liability Policy- Physicians/Surgeons Form G-22501-LTD

It is agreed that:

1. Section **IV, DEFINITIONS**, the Definition of **Professional Services** is amended to include the following new paragraph:

**Professional services** include a **Named Insured's** activities as a member of a formal accreditation, standards review or other professional board or other committee of a professional society, or legally constituted peer review committee.

2. Section **II, EXCLUSIONS**, is amended to delete Exclusion **P**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## SERVICE OF SUIT ENDORSEMENT

Wherever used in this endorsement Named Insured means the first person or entity named on the declarations page.

In consideration of the premium paid for this Policy, it is agreed that the following provision is added to the Policy:

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates 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 its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

Service of process in such suit shall be made upon:

General Counsel  
Columbia Casualty Company  
333 S. Wabash Ave.  
Chicago, IL 60604

and in any suit instituted against such person upon this policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

The General Counsel is authorized and directed to accept service of process on behalf of the Insurer in any such suit and, upon the request of the Named Insured, to give a written undertaking to the Named Insured that he will enter a general appearance upon the Insurer's behalf in the event such suit shall be instituted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## Protected Health Information/Privacy Endorsement

This endorsement modifies the coverage provided under:

Professional Liability Policy -Physicians/Surgeons Form G-22501-A  
Limited Professional Liability Policy- Physicians/Surgeons Form G-22501-LTD

by the addition of the following:

1. As used in this Endorsement, the following terms are defined as follows:

**Individual** means the person who is the subject of **Protected Health Information**.

**Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an individual, and

- a. is created or received by any person insured under this policy;
- b. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and
  - i. that identifies the individual; or
  - ii. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Privacy Rule** means those requirements set forth in 45 CFR 160 and 164 pertaining to the protection of **Protected Health Information**.

Protected Health Information means Individually Identifiable Health Information you give us:

- a. transmitted by electronic media;
- b. maintained in any medium described in the definition of electronic media at 45 CFR 162.103; or
- c. transmitted or maintained in any other form or medium.

**Required by Law** shall have the meaning set out in 45 CFR 164.501 and shall include a mandate contained in law that compels us to make a use or disclosure of **protected health information** and that is enforceable in a court of law including a civil or an authorized investigative demand.

2. Subject to paragraph 3 below, it is agreed that we may use or disclose **Protected Health Information**:

- a. as Required By Law;
- b. in performing our obligations under this Policy, including but not limited to the proper defense, investigation and settlement of **claims**;
- c. to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

3. In order to fulfill our obligations to the **Named Insured** with respect to **Protected Health Information**, we will:

- a. use appropriate safeguards to maintain the security of and prevent use or disclosure of the **Protected Health Information** other than as provided for by this Endorsement;
- b. promptly report to the **Named Insured** any use or disclosure of the **Protected Health Information** in violation of the requirements of this Endorsement of which we become aware;
- c. mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of **Protected Health Information** by us in violation of the requirements of this Endorsement.
- d. obtain reasonable assurances from persons or entities to whom **Protected Health Information** is disclosed that it will remain confidential and used or further disclosed only as **Required By Law** or for the purpose for which it was disclosed to the person or entity, and that the person or entity will notify us of any instances of which it is aware in which the confidentiality of the information has been breached;
- e. make available to the Secretary of the United States Department of Health and Human Services, or its designee, internal practices, books, and records, including policies and procedures and **Protected Health**



**Information**, relating to the use and disclosure of **Protected Health Information**, for purposes of said Secretary determining the **Named Insured's** compliance with the **Privacy Rule**, subject to all applicable legal privileges;

- f. make available to the **Named Insured**, at our offices during normal business hours, our internal practices, books, and records, including policies and procedures and **Protected Health Information**, relating to the use and disclosure of **Protected Health Information** for purposes of the **Named Insured** determining its compliance with the **Privacy Rule**, provided the **Named Insured** provides at least 7 days prior written request for such review.
- g. within 45 days after request by the **Named Insured**, we will provide to the **Named Insured** documentation of any disclosures of **Protected Health Information** by us, and information related to such disclosures, as are required for the **Named Insured** to respond to a request by an **Individual** for an accounting of disclosures of **Protected Health Information** in accordance with 45 CFR § 164.528.

4. **Named Insured** agrees that it shall notify us of:

- a. any limitations in its notice of privacy practices of **Named Insured** in accordance with 45 CFR § 164.520, to the extent that such limitation may affect our use or disclosure of **Protected Health Information**.
- b. any changes in, or revocation of, permission by **Individual** to use or disclose **Protected Health Information**, to the extent that such changes may affect our use or disclosure of **Protected Health Information**.
- c. any restriction to the use or disclosure of **Protected Health Information** that **Named Insured** has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect our use or disclosure of **Protected Health Information**.

5. **Named Insured** shall not request us to use or disclose **Protected Health Information** in any manner that would not be permissible under the **Privacy Rule** if done by **Named Insured**.

6. Except as provided in paragraph (2) of this section, upon termination of all of our obligations under this Policy, we shall return or destroy all **Protected Health Information** received from **Named Insured**, or created or received by us on behalf of **Named Insured**. This provision shall apply to **Protected Health Information** that is in the possession of our subcontractors or agents. We shall retain no copies of the **Protected Health Information**.

7. In the event that we determine that returning or destroying the **Protected Health Information** is infeasible, we shall provide to **Named Insured** notification of the conditions that make return or destruction infeasible. Upon such notification, we shall extend the protections of this Endorsement to such **Protected Health Information** and limit further uses and disclosures of such **Protected Health Information** to those purposes that make the return or destruction infeasible.

All other terms of the policy remain the same.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## STATE PROVISIONS-IOWA

In consideration of the premium charged, it is agreed that Section VI, paragraphs L and M are deleted in their entirety and replaced as follows:

### NON-RENEWAL/CANCELLATION

#### A. Cancellation by the first **Named Insured**

The first **Named Insured** has the right to cancel this Policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If this Policy is so canceled, earned premium shall be computed pro rata.

#### B. Cancellation by Us

1. We have the right to cancel this Policy at any time and for any reason within the first sixty (60) days. If we cancel for loss of reinsurance, we must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If we cancel for any other reason, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

2. After this Policy has been in effect for sixty-one (61) days or more, it may be canceled only for one of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation;
- (c) **Insured's** acts or omissions that substantially change or increase the risk;
- (d) Commissioner's determination that the continuation of the Policy would jeopardize the insurer's solvency or place insurer in violation of any state insurance laws.
- (e) **Insured** acts in a manner which he knew or should have known was a breach of a coverage condition;
- (f) Loss of reinsurance if Commissioner determines such cancellation is justified.

If we cancel for loss of reinsurance, we must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If we cancel for any other reason, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. All notices must be mailed to the first **Named Insured** and shall state the reason for cancellation.

#### C. Non-Renewal by us

We have the right to non-renew this Policy effective on any Policy anniversary date. All notices of non-renewal must be mailed to the first **Named Insured** at the last mailing address known to us, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

Notice of non-renewal includes a decision by us not to renew this Policy, an increase in the premium of 25% or more, or a material reduction in the limits or coverage of this Policy.

If we fail to meet the forty-five (45) day requirement, the first **Named Insured** has the option to continue coverage for the remainder of the notice period, plus an additional thirty (30) days, at the premium rate of the existing coverage.

All other provisions of the Policy remain unchanged.





This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CIRCUMSTANCES REPORTING FORM

Is this a (please check one):       Precautionary Incident Report     Notice of Intent     Lawsuit

Please attach copies of the Notice of Intent, lawsuit papers or legal proceedings as well as any other pertinent documents or correspondence (if applicable).

### INSURED INFORMATION

Physician's Name:		Policy Number:	
Group Name (if applicable):			
Practice Office Address:	Practice Mailing Address (if different from practice address):		
_____	_____		
_____	_____		
_____	_____		
Office Phone Number:		Office Fax Number:	

### CLAIM / CIRCUMSTANCE INFORMATION

Name of patient:	Date and Time of Incident:	Patient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Type of location where treatment was rendered (e.g., your office, Hosp, ASC, NH, ACLF, etc.):		
Has a claim been made against you?		
Has a request for records been made?		
Provide a brief description of allegation against you (even if an allegation has not been made against you and you are reporting this as a precautionary incident report only) as well as a brief narrative description of care and treatment rendered. <b>Please do not offer your opinion.</b> Attach additional page if necessary.		
_____		
_____		
_____		
_____		
_____		

### PERSON OR ENTITY MAKING THE CLAIM AGAINST YOU (if different than the patient)

Name of person or entity making the claim (if different from patient):	Street Address (if known):	Phone Number (if known):
	_____	_____
	_____	Fax Number (if known):
	_____	_____

### PLEASE FAX OR E-MAIL FORM TO:

**Fax Number:**

1-800-446-8632

**E-mail:**

HPReports@cna.com

**Claims Customer Service:**

1-800-863-0341 ext. 2605

Completed by : \_\_\_\_\_ Title : \_\_\_\_\_ Signed : \_\_\_\_\_

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 22, 2015

APPROVAL OF THE PHYSICIANS  
LIABILITY INSURANCE RENEWAL

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Physicians Liability Insurance renewal from Columbia Casualty in the amount of \$17,951.74 be approved.

Section 2. This resolution shall take effect immediately.