



- Medical Professional Mutual Insurance Company
- ProSelect Insurance Company
- ProSelect National Insurance Company, Inc.

**PART I - APPLICANT INFORMATION**

First Name	Middle Initial	Last Name	Policy Number
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I have access to and will use both a Pulse Oximeter and Capnograph, in all cases where physically possible with the exceptions of the following circumstances:

- a. one or both of the monitoring devices is not working.
- b. an emergency situation.
- c. use of monitoring device is physically impractical.
- d. use of monitoring device is not required for the care of an obstetrical patient in labor or in conduct of pain management.

I further agree to indicate on each patient's anesthesia and/or medical record that both monitoring devices were used.

I understand that if I fail to use the monitoring device in the manner prescribed in the stipulation, the Company may revoke the credit and reclassify me to specialty 80151.

I will be responsible for payment of \$5,000.00 on any claim which results in a final judgement or settlement paid by the Company (see #5 under terms and conditions) brought against me for the improper use of both monitoring devices.

I understand that any certified registered nurse anesthetist insured under my policy must comply with all of the requirements for the credit classification.

**PART II - TERMS AND CONDITIONS**

1. I am familiar with the Standards for Basic Intra-Operative Monitoring adopted by the American Society of Anesthesiologists on October 2, 1986.
2. I have access to and will use both a pulse oximeter and, in all cases where physically possible, an end-tidal CO2 analyzer (capnograph) (hereinafter "monitoring devices") in all circumstances where their use is recommended in the Standards for Basic Intra-Operative Monitoring, with the exception of the following circumstances:
  - a. one or both of the monitoring devices is not operative due to a mechanical failure and no alternative or replacement device is readily available, provided that a note is placed in the patient's anesthesia and/or medical record indicating that the device was not operative, that the condition had been reported to the proper authorities in the hospital, including the date and the time of such report and the authorities so notified, that a replacement was not readily available, and that, in the anesthesiologist's opinion, the circumstances that required proceeding without the monitoring devices constitute an exception, if such mechanical failure has continued for a period of more than 72 hours;
  - b. an emergency, provided that the nature of the emergency and valid reasons for not using the monitoring devices are set forth in detail in a note in the patient's anesthesia and/or medical record;
  - c. where the use of the monitoring devices is physically impractical due to either the physical condition of the patient or the medical procedure being performed, provided valid reasons for not using the monitoring devices (e.g., that the patient is so severely burned that the monitoring device cannot be attached or an accurate reading cannot be obtained) are set forth in a note in the patient's anesthesia and/or medical record; or
  - d. the use of the monitoring devices is not required for the care of an obstetrical patient in labor or in the conduct of pain management. The anesthesiologist is required to use both monitoring devices, as set forth in the standards referred in clause one, if the obstetrical patient is being treated in the operating room and general anesthesia is being administered by the anesthesiologist.
3. I further agree:
  - a. to indicate on each patient's anesthesia and/or medical record that both monitoring devices were used;
  - b. to maintain any such records for review by the Company as set forth in subparagraph c below; and
  - c. to allow the Risk Management Department of the Company to audit on-site during reasonable business hours and without prior notice and approval that portion of the anesthesia and/or medical records which would indicate that both monitoring devices were used, provided that the on-site audit does not interfere unnecessarily with the operation of the Anesthesia Department.
4. I understand that if I fail to use the monitoring devices in the manner prescribed in the Stipulation, the Company may revoke the credit and reclassify me to Specialty 80151 Anesthesiology (without the Risk Management Credit), and I will be required to refund the amount of the credit for any policy year for which non-compliance is found within 30 days, or my policy will be cancelled for non-payment of premium. I further understand that if I lose my credit classification for failure to use the monitoring devices in the manner prescribed by the Stipulation, I will be ineligible for the credit classification unless I satisfy the Company that I have used the monitoring devices as required since the date of the revocation.

5. If a claim arises against me, which results in a final judgement or settlement in any amount, and it is determined that I failed to use both monitoring devices in accordance with the requirements of the credit classification, I will be responsible for payment of a deductible of \$5,000 on any such judgement or settlement paid by the Company, in addition to revocation of the credit classification and ineligibility for the credit classification as set forth in the preceding paragraph.
6. I understand that any Certified Registered Nurse Anesthetist insured under my policy must comply with all of the requirements for the credit classification and any failure to do so will constitute a failure by me to so comply and will constitute grounds for revocation, ineligibility for the credit classification and payment of deductible as set forth herein, to the same extent as any failure to comply by me personally.

**MARYLAND APPLICANTS:** WE ARE NOTIFYING YOU THAT THE BINDER OR POLICY YOU HAVE JUST AGREED TO PURCHASE IS SUBJECT TO A 45 DAY UNDERWRITING PERIOD BEGINNING ON THE EFFECTIVE DATE OF YOUR COVERAGE. YOUR COVERAGE MAY BE CANCELLED DURING THE UNDERWRITING PERIOD IF YOUR RISK DOES NOT MEET OUR UNDERWRITING STANDARDS. IF WE DECIDE TO CANCEL THE BINDER OR POLICY, WE WILL SEND YOU A WRITTEN NOTICE OF CANCELLATION ADVISING YOU OF THE REASON(S) FOR THE CANCELLATION AND THE DATE ON WHICH YOUR POLICY WILL BE CANCELLED.

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Signature of Applicant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Producer *(signature is required for N.H. producers only)*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date