

### EDGE PROFESSIONAL LIABILITY SERVICES

### Application:

Please fill out all information. Feel free to add information you deem important. This information is crucial as it allows Edge to better assist you.

#### Needs Assessment:

Here Edge personnel will be looking for current needs, either in procuring coverage or with ongoing claims. Please use additional paper to raise issues you are concerned with or to list additional claims.

#### Service Agreement:

This allows Edge to act on your behalf. It will be necessary for Edge personnel to speak with and to obtain information from your insurance carrier, agent, defense attorney or others. It also limits our liability as our assessments are subordinate to the carrier's decision(s).

Application:	Form 1
Needs Assessment:	Form 2
Service Agreement:	Form 3

**Confidentiality Note:** We consider all information provided in this application confidential. All information is disclosed on a voluntary basis and is intended solely for use by us. Applicant acknowledges that the purpose for requesting the information is to better assist us in providing the services under the signed Service Agreement. At no time and under no circumstance will we share with, or sell to, any other organization or third party any of the information contained herein for any commercial or personal purpose without prior written authorization from Applicant permitting such disclosure.



## APPLICATION

Specialty:
Phone Ext:
Cellular Telephone Number:
Email Address:
Telephone Number:
Retroactive Date:

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#### SERVICE AGREEMENT

I hereby engage Edge Professional Liability Service ("Edge") to provide me with consulting services in connection with (a) the exercise of my rights under any claim (whether potential or actual) which may arise under my professional liability insurance and/or (b) any other matter specifically requested by me and agreed to by Edge (collectively, "Consulting Services

Subject to compliance with applicable laws governing patient confidentiality (including, but not limited to, HIPAA), I hereby (a) grant Edge and its agents and employees access to any documents, records and other information in my possession or under my control, (b) authorize Edge, as my representative and on my behalf, to obtain documents, records and other information from, and to speak and correspond with, any third parties including, but not limited to, the Board of Medical Examiners, insurance company representatives, agents and employees and any member of the defense team, and (c) agree to cooperate with Edge in all respects, in each of the foregoing cases, which Edge deems reasonably necessary to render effectively the Consulting Services.

I understand that the Consulting Services will be made in good faith based on all of the information made available to Edge. I further understand that all assessments and advice in connection with the Consulting Services will be subject and subordinate to factors beyond Edge's and my control, including, but not limited to carrier decisions. I agree that neither Edge nor its agents or employees has made any representations or guarantees with respect to the results of the Consulting Services.

I understand that Edge will render its advice in the form of a choice. While Edge will recommend the best "course of action" whenever possible, I agree that I shall be solely responsible for making all decisions with respect to any course of action and for the consequences of those decisions. Neither Edge, nor its agents and employees shall be liable to me for any losses, costs, expenses and other damages of any nature arising out of, or in connection with my decisions whether or not such decisions are based on the assessments and advice of Edge. Edge shall only be liable for actual, direct damages incurred by me in connection with its willful misconduct or gross negligence in the performance of the Consulting Services.

In consideration for the Consulting Services, I agree to pay Edge a fee of \$495.00. All extraordinary services shall be billed at \$150.00 per hour. These services are outlined in our brochure and will not be billed unless agreed upon by the client. Payment of the initial fee shall be made upon execution of this Agreement.

This Agreement may be amended or modified only by a written instrument executed and agreed to by both parties. This Agreement constitutes the entire agreement of the parties with respect to the Consulting Services and supersedes all prior contracts or agreements whether oral or written. This Agreement shall be governed by the laws of the State of New Jersey. If, at any time, it is impractical or contrary to the interests of either party to continue with the performance of the Agreement, either party may terminate this Agreement with fifteen (15) days written notice to the other party.

Signature:	Date:	
Acknowledged and Agreed:		
EDGE PROFESSIONAL LIABILITY	SERVICES	
Signature:	Date:	
	250 D Corporate Court, South Plainfield, NJ 07080	
Phone 908-22	22-2286 • 908-222-2275 • Fax 908-222-2299 • www.edgept	ro.net



# **NEEDS ASSESSMENT**

Claims History:				
Closed Claims: (case caption	n)			
Date Closed:		Date of Loss:		
Disposition: i.e.payment / d	ismissal / trial/ other:			
Amount Paid / Verdict:\$:				
Brief Description:				
Open Claims / Suits:				
Type, (please circle):	suit	letter from patient		
	letter from attorney	phone complaint		
	request for records	Board of Medical Examiners issue		
	other:			
Date Reported:		Date of Loss:		
Your Deposition: Date:				
Trial Pending: Date:				
Brief Description:				

Defense Firm, (Your Attorney):



Telephone Number:					
Personal Council:					
Insurance Company:					
Claim Representative:					
Telephone Number:					
Other Concerns: (i.e., settlement amount, excess of policy, NPDB, coverage issues):					
Coverage availability, 1-5 (with 5 being very concerned): $1 \Box 2 \Box$					
Coverage affordability, 1-5 (with 5 being very concerned): $1 \Box 2 \Box$					
Carrier(s) Contacted and Quotes Obtained:					

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