

CONTRACT FOR PROFESSIONAL SERVICES NUMBER - 1091642

BETWEEN DEKALB COUNTY, GEORGIA AND

Forensic Medicine Associates, Inc. 3550 Kensington Road Decatur, GA 30032

Email: ggowitt@aol.com
Project Title: 17-500442 Medical Examiner Services (Annual
Contract with 5 Options to Renew)

Nancy Harrison, CPPO, CPPB, Procurement Agent, Sr. E-mail: nharrison@dekalbcountyga.gov

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered on this day of March 3018, by and between, DEKALB COUNTY (hereinafter referred to as the County); and Forensic Medicine Associates, Inc. (hereinafter referred to as "Medical Examiner"); shall constitute the terms and conditions under which Medical Examiner shall provide services to the County, as provided herein.

WHEREAS, in the performance of its public functions as a political subdivision of the state of Georgia, the County maintains an Office of the Medical Examiner, which is required by law to investigate and determine the cause of death of all who die within the territorial limits of DeKalb County of causes other than natural; and

WHEREAS, the duty of the Office of the Medical Examiner is to inquire into the cause of death of persons who die within the territorial limits of DeKalb County and who have no attending physician or witness of the incidents leading to their deaths; and

WHEREAS, the Governing Authority is authorized to appoint a county medical examiner pursuant to O.C.G.A. § 45-16-22(b); and

WHEREAS, the undersigned Medical Examiner has been duly appointed to the Office of the Medical Examiner to perform the services of medical examiner as prescribed by law; and

WHEREAS, the undersigned Medical Examiner agrees to provide services the County desires to obtain.

NOW, THEREFORE, that for and in consideration of the mutual covenants and agreements herein set forth, the County and Medical Examiner hereby agree as follows:

1.

This Agreement shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in Paragraph 15 of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of Paragraph 15 of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2022, unless extended by written amendment.

The undersigned Medical Examiner is a graduate physician and surgeon of a school accredited by the American Association of Medical Colleges, licensed to practice this profession in Georgia, has been qualified through an accredited residency and fellowship and has successfully passed the American Board of Pathology's examinations in anatomic and forensic pathology, has been appointed by the State Medical Examiner as a medical examiner, and represents himself as possessing and being qualified to exercise a reasonable amount of skill, diligence, training and experience in the performance of the duties hereinafter assigned, and possesses at least five (5) years experience as a full-time medical examiner.

3.

No specific hours of duty or days of service shall be required of the Medical Examiner, but he shall be subject to be on call within the limitations of this Agreement, at all hours of day or night and on all days of the week, Sundays and holidays included. Nevertheless, the Medical Examiner may, from time to time, and at his discretion, delegate his responsibilities to certain qualified persons of his staff, who are also graduate physicians and surgeons of a school accredited by the American Association of Medical Colleges, licensed to practice this profession in Georgia, have been qualified through an accredited residency and fellowship and have successfully passed the American Board of Pathology's examination in anatomic and forensic pathology, have been appointed by the State Medical Examiner as a medical examiner, and represent himself or herself as possessing and being qualified to exercise a reasonable amount of skill, diligence, training and experience in the performance of the duties hereinafter assigned, and possess at least one (1) year of training and learning in the area of forensic pathology. The Medical Examiner agrees that he or one member of his staff will be available whenever their services may be required.

4.

For all the services performed by the Medical Examiner from the date of execution of this Agreement (January 1, 2018) until December 31, 2018, the County shall pay to the Medical Examiner an amount not to exceed One Million Two Hundred Thousand dollars (\$1,200,000) payable in equal monthly installments. For the services performed from January 1, 2019 until December 31, 2019, the County shall pay to the Medical Examiner an amount not to exceed One Million Two Hundred Thousand dollars (\$1,200,000) payable in equal monthly installments. For the services performed from January 1, 2020 until December 31, 2020, the County shall pay to the

Medical Examiner an amount not to exceed One Million Two Hundred Thousand dollars (\$1,200,000) payable in equal monthly installments. For the services performed from January 1, 2021 until December 31, 2021, the County shall pay to the Medical Examiner an amount not to exceed One Million Two Hundred Thousand dollars (\$1,200,000) payable in equal monthly installments. For the services performed from January 1, 2022 until December 31, 2022, the County shall pay to the Medical Examiner an amount not to exceed One Million Two Hundred Thousand dollars (\$1,200,000) payable in equal monthly installments. The total amount the County will pay the Medical Examiner during the term of this agreement shall not exceed Six Million Dollars (\$6,000,000). Forensic Medicine Associates shall provide a invoice monthly to the County for forensic pathology services. The County agrees to reconcile the invoice provided on or about the twenty-fifth of each calendar month of the agreement. The County agrees to pay for all expenses for the Medical Examiner, including basic medical supplies, histology equipment, disposal of biohazard materials, office supplies, photography supplies and equipment, and facility maintenance.

5.

The Medical Examiner agrees to provide the services in certain aspects of death investigations, which includes but is not be limited to, the performance of autopsies, post mortem examinations, the formulation and filing of reports incident thereto, provide testimony in Court, when called upon to testify concerning the same before the Grand Jury and other courts of DeKalb County or any other county in Georgia wherein such testimony is pertinent, and if need be, testify about the circumstances of death, the findings based upon the autopsy, and investigation thereof, of all persons who are subject to inquiry, or investigation, or which may be assigned to the medical Examiners. The services shall include not only the surgical performance of an autopsy necessary to ascertain the cause of death, but also the dictation, correction and verification of a written report thereof, upon forms and in such manner as may be required by law. The services the Medical Examiner agrees to provide are further outlined in Exhibit A.

6

The County agrees to allow the Medical Examiner use of the Premises needed to perform his services. The Premises shall include the morgue, forensic laboratory, including the autopsy suites and histology lab, the photography lab, office space for three doctors and one administrative assistant and additional storage space for medical equipment, records and supplies.

The County agrees to allow the Medical Examiner to perform forensic pathology services for non-County entities on the Premises. The Medical Examiner agrees to pay one thousand four Hundred Thousand eighty-five dollars (\$1,485.00) per month to the County to use the Premises for non-County forensic pathology services.

8.

The Medical Examiner will prepare and submit a written quarterly report to the County detailing all County expenditures. These reports are due on the last day of January, April, July, October.

9.

It is the sole discretion of the Medical Examiner to determine whether an autopsy or dissection is required, provided however, that he shall give due consideration of the opinion of the Peace-Officer-in-Charge regarding the requirements of the accepted investigations techniques and the rules of evidence applicable thereto as contemplated under O.C.G.A. § 45-16-22(c).

10.

As between the County and the Medical Examiner as the other party, the Medical Examiner shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the Medical Examiner, or the negligent act of the Medical Examiner or its subcontractors or any of their officers, agents, servants, or employees arising from the performance of the work under this Agreement. The Medical Examiner shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss or injury.

11.

If the Medical Examiner is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, he shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for additional work, and obtain the approval in writing from the County prior to performing the additional work

for which he is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County.

12.

The County may designate a representative through whom the Medical Examiner will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County.

13.

Any document supplied by the Medical Examiner to the County related to the services provided hereunder shall remain the property of the County. To the extent allowed by law, the County reserves the right or approval prior to the distribution of any written material prepared by the Medical Examiner. The Medical Examiner agrees that the County may reuse any and all such documents in its sole discretion without first obtaining the permission of the Medical Examiner and without any further payment to the Medical Examiner.

14.

The County and the Medical Examiner each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the County nor the Medical Examiner shall assign or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

15.

Either party may unilaterally terminate this Agreement for any reason. The terminating party shall terminate by delivering to the other party, with at least sixty (60) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. All notices sent to the other party shall be sent to the address identified in paragraph 22 of this Agreement and shall be binding unless said address is changed in writing. If this Agreement is terminated pursuant to this paragraph, the Medical Examiner shall be paid for services as provided up to the date of termination.

This Agreement may be modified by mutual consent, provided that all modifications will be in writing and signed by the appropriate, authorized officials of the County and the Medical Examiner.

17.

The Medical Examiner shall furnish the following along with the contract documents sent to the County for execution:

- Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation insurance, or proof that the Medical Examiner is not required to provide such coverage under State law; and
 - (b) Comprehensive General Liability Insurance covering all operations with a combined single limit of \$1,000,000 that is primary and non-contributory with a waiver of subrogation in favor of DeKalb County that names DeKalb County as an additional insured; and
 - (c) Professional Errors and Omissions Insurance with limits of liability of not less than \$1,000,000 each claim/\$3,000,000 annual aggregate.
- 2. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Medical Examiner's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Medical Examiner's contractual insurance coverage;
 - (e) Certificates are to be <u>issued</u> to:

DeKalb County, Georgia The Maloof Center, 2nd Floor 1300 Commerce Drive Decatur, Georgia 30030

- 3. The Medical Examiner shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- The Medical Examiner agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 5. The Medical Examiner does not respond to scenes without being transported by Medical Examiner Investigator in a county vehicle.

18.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

20.

- A. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter a contract for the physical performance of services unless the Medical Examiner and his subcontractors register and participate in the Federal Work Authorization Program to verify the information of all new employees.
- B. The Medical Examiner agrees to certify that it has complied with O.C.G.A. §13-10-91 and that it has complied with Georgia Department of Labor Rule 300-10-1-.02.
- C. The Medical Examiner agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The affidavit is attached to this agreement as Exhibit B and is hereby incorporated herein by reference.
- D. The Medical Examiner agrees that in the event that it employs or contracts with any subcontractor(s) in connection with this agreement, the Medical Examiner will secure from the subcontractor (s) an affidavit that indicates the employee-number category applicable to the subcontractor (s). The Medical Examiner also agrees to obtain an affidavit from the subcontractor (s) that certifies the subcontractor's compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any subcontractor affidavit obtained in connection with this agreement shall be attached hereto to as Exhibit C and is hereby incorporated herein by reference.

The relationship between the County and the Medical Examiner shall be that of owner and independent contractor, and shall not constitute an employer/employee relationship. Other than the consideration set forth herein, Medical Examiner shall not be entitled to any employee benefits including, but not limited to, insurance, paid annual leave, sick leave, workers compensation, or retirement benefits.

22.

All notices required by this Agreement shall be in writing and sent by regular mail, certified mail, overnight courier or personal delivery to the addresses listed below, or such other address as either may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date shown on the delivery receipt, or if sent by regular mail or where there is no written evidence of delivery, on the actual receipt or refusal receipt.

MEDICAL EXAMINER

Forensic Medicine Associates, Inc. Atm: Dr. Gerald Gowitt 3550 Kensington Road Decatur, Georgia 30032

COUNTY

DeKalb County, Georgia Attn: Director of Purchasing & Contracting 1300 Commerce Drive, 2nd Floor Decatur, Georgia 30030

23.

This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of the County and the Medical Examiner.

24.

Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

day and date hereinabove written.	
FORENSIC MEDICINE ASSOCIATES, INC Becold T. Sbruttono (SEAL) Signature	MICHAEL THURMOND Chief Executive Officer
Name (Typed or Printed) 58-214 8666 Tax Identification No.	DeKalb County, Georgia
ATTEST: Signature Signature C. Hopkins Name (Typed or Printed)	BARBARA H. SANDERS, CCC Clerk to the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia
Executive Assistant	APPROVED AS TO SUBSTANCE: Director, Medical Examiner's Office
	APPROVED AS TO FORM: Approved Single Single County Attorney Nikisha L. M. Dand County Attorney Name (Typed or Printed)

I, Tammy C. Hopk: 45, certify the following:

That I am the duly elected and authorized Secretary of Forensic Medicine Associates, Inc. (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Dr. Gerald Gowitt in his official capacity as President of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Agreement for the Provision of Medical Examiner Services to DeKalb County

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

January C. Ho

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 15th day of February, 2018.

Exhibit A

The Medical Examiner is an advanced specialized medical and administrative professional who constitutes the pathology division of the DeKalb County Medical Examiner's Office. The Medical Examiner and his staff work in concert with the Director, Chief Investigator, and Laboratory Manager to provide a comprehensive medico-legal death investigative system to determine the cause and manner of death when any person dies in DeKalb County under the following circumstances:

- (1) As a result of violence;
- (2) By suicide or casualty;
- Suddenly when in apparent good health;
- (4) In any suspicious or unusual manner, with particular attention to those persons 16 years of age and under;
- (5) After birth but before seven years of age if the death is unexpected or unexplained;
- (6) As a result of an execution carried out pursuant to the imposition of the death penalty under Article 2 of Chapter 10 of Title 17 of the Official Code of Georgia;
- (7) When an inmate of a county or city penal institution; or
- (8) After having being admitted to a hospital in an unconscious state and without regaining consciousness within 24 hours of admission.

The Medical Examiner shall be responsible for training the forensic pathologists in his employ, reviewing reports created by his forensic pathologists, and providing expert assistance to other personnel within the DeKalb County Medical Examiner's Office. The Medical Examiner will conduct and oversee autopsies, interpret medico-legal findings, and testify in civil and criminal courts regarding his findings and his medical opinion as to the cause and manner of a death.

The Medical Examiner works in concert with the Director and Chief Investigator of the DeKalb County Medical Examiner's Office in establishing and maintaining a working relationship with law enforcement agencies, district attorneys' offices, judicial agencies, hospitals, public health agencies, hospitals, private physicians, and research agencies in order to provide reasonable and comprehensive interpretations of medical findings related to his findings and his medical opinion as to the cause and manner of a death.

Cases are analytical in nature and shall be carried out in accordance with guidelines set forth by the State of Georgia, DeKalb County and departmental established policies, rules and regulations.

DIFFICULTY OF WORK:

Variety and Scope

- Review approximately 1600 to 1800 deaths per year.
- Perform postmortem examinations to determine how extensive and/or intrusive an autopsy is needed.
- Facilitate the acquisition of expert consultants in Neuropathology, Pediatric Pathology, Anthropology, and Odontology.

- Facilitate the acquisition of an accredited forensic laboratory to conduct a broader scope of postmortem laboratory testing of tissue, blood, and/or urine specimens.
- Explore and/or research exotic medical issues or decide an appropriate pathological and/or, chemical process in non-routine circumstances requiring analytical interpretations.
- Conduct on-site investigations at death scenes, as needed, to assist in the interpretation of evidence relating to a death.
- Provide personnel to facilitate the transportation of human remains, facilitate release of human remains, maintain related documentation, and perform needed customer service related services within the Forensic Laboratory (morgue) at the DeKalb County Medical Examiner's Officer
- Facilitate the transportation of human remains to the DeKalb County Medical Examiner's Office.
- Direct and conduct microscopic examinations of specimens, including but not limited to tissues, organs, fluid and blood, to determine any irregular conditions which could have contributed to death.
- Prepare, through dictation, postmortem examination reports and findings that include conclusions of a medico-legal nature.
- Furnish postmortem examination reports and findings to law enforcement officials that may be needed for prosecutorial measures.
- Review medical records provided by medical institutions to interpret the medical course that monitored and maintained life sustaining measures and/or contributed to death.
- Examine current literature in the area of forensic pathology and investigative research.
- Examine prior case histories and published medical information.
- Consult with other agencies on sensitive, high profile, and/or difficult cases.
- Work with law enforcement agencies, district attorneys' offices, judicial agencies, hospitals, public health agencies, hospitals, private physicians and research agencies to provide advice, direction, counsel and consult on matters relating to operations, policies, procedures as to causes and manner of death.

The Medical Examiner shall provide a minimum of two (2) additional forensic pathologists, licensed to practice this profession in the State of Georgia, qualified through an accredited residency and fellowship and successfully passed the American Board of Pathology's examination in anatomic and forensic pathology.

The Medical Examiner shall provide a minimum of four (4) Forensic Technicians to assist the forensic pathologist in conducting postmortem examinations. The Medical Examiner shall be responsible for providing periodic training for the Forensic Technicians in his or her employ.

The Medical Examiner and his staff perform their duties within the confines of the guidelines set forth by the State of Georgia, DeKalb County and departmental established policies, rules and regulations. Administrative reviews are conducted by the Departmental Director and/or the County Governing Authority. All final work product must be reviewed by the Department Director.

The Medical Examiner's work product has a direct impact on the Medical Examiner's Office, decisions made by law enforcement agencies, district attorneys' offices, judicial agencies, hospitals, public health agencies, hospitals, and research agencies. Medical opinions' must be provided within a reasonable medical certainty to ensure the integrity of any and/or all of the aforementioned entities.

OTHER WORK DEMANDS

The Medical Examiner will, at times, conduct work in unpleasant conditions. The conditions include but are not limited to inclement weather, difficult terrain, decomposed human remains, toxic remains and/or substances, disasters scenes and/or multiple deaths, contagious diseases, or infectious diseases.

During those incidents that are considered massive, high profile and/or sensitive that may occur during all hours of the day and night, the Medical Examiner and/or a member of his staff are expected to respond to the incident.

KNOWLEDGE, SKILLS, AND ABILITIES

The Medical Examiner and his forensic pathology staff must have the following skills and abilities:

- Extensive knowledge of current accepted practices, principles, skills, and developments in the field of anatomic, forensic, neurologic, pediatric, and anthropologic pathology.
- Extensive knowledge of equipment, instruments, and materials required in forensic pathology.
- Thorough knowledge of medicines and pharmacology and the ability to interpret adverse reactions to such.
- Knowledge of microscopy, toxicology, ballistics, and investigative techniques as they relate to forensic pathology.
- Expertise in the procedures involved in detecting, analyzing, evaluating, and interpreting manifestations and systems of physical conditions from pathologic examinations.
- Knowledge of death and crime scene investigative techniques to include determination of evidence and circumstances which might be implicated.
- Skill in tactfully dealing with families and friends of decedents, police, and criminal justice personnel, the general public, government agencies, health care facilities, and the media.
- Skill in effective oral and written communication.
- Ability to efficiently and effectively analyze a variety of evidence and data.

Exhibit B CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form.² Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

V Political Scivice.	
Employment Eligibility Verification Program/ Pilot Program User Identification Number	55412 DeKalb County EEV Basic Basi
BY: Authorized Officer or Agent (Contractor Name)	Pilot Program User Identification Number
Title of Authorized Officer or Agent of Contractor	Date
Printed Name of Authorized Officer or Agent	
This 15 Day of 100 Mark 18 19 19 19 19 19 19 19 19 19 19 19 19 19	
My Commission Expires:	20

Security and Immigration Compliance Act" of 2006.

As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration. ² See O.C.G.A. §§ 13-10-90; 13-10-91; Georgia Department of Labor Rules 300-10-1-07; 300-10-1-.07 and "Georgia

Exhibit C SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

O.C.G.A. § 13-10-91, stating affirmatively that the individual in the physical performance of service	asi, firm or corporation which is engaged es under a contract with
on behalf of DEKALB COUNTY, a political subdivision with and is participating in a federal work authorization pro	(Name of Contractor) of the State of Georgia, has registered gram. ³
	55412
Employment Eligibility Verification Program (EEV)/	DeKalb County EEV Basic
Basic Pilot Program* User Identification Number	Pilot Program*User
	Identification Number
BY: Authorized Officer or Agent (Subcontractor Name)	
W.	
	Date
Title of Authorized Officer or Agent of Subcontractor	
Printed Name of Authorized Officer or Agent	
Sworn and Subscribed Before Me	
This, 20	
Notary Public	
My Commission Expires:	£8

³ As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



FOREMED-01

ATHOBHANI DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

01/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s). CONTACT PRODUCER License # 4768218 Grimes insurance & Financial Services 3883 Rogers Bridge Rd, NW, Ste 403A Duluth, GA 30097-2810 FAX No: (770) 623-8709 PHONE (A/C, No, Ext): (770) 623-8650 ADVATES: INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Co. 22292 INSURER B: Citizens Insurance Co of America 31534 INSURED Forensic Medicine Associates Inc. 2095 Hwy. 211, NW Ste 2F-274 INSURER D : Braselton, GA 30517 INSURER E : **SURER F:** CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) X COMMERCIAL GENERAL LIABILITY 300,000 OHA8638451 03/10/2017 03/10/2018 CLAIMS-MADE X OCCUR X X 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMPIOP AGG X 120F POLICY LOC COMBINED SINGLE LIMIT OTHER: AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OWNED AUTOS ONLY HIRED ONLY NONEWALE EACH OCCURRENCE OCCUR DMBRELLA LIAB CLAIMS-MADE **AGGREGATE** FYCERS LIAR DED RETENTION \$ X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 100,000 03/10/2018 WBA8638438 03/10/2017 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 100,000 NIA E.L. DISEASE - EA EMPLOYEE 500,000 If yes, describe under DESCRIPTION OF OPERATIONS below FIL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Holder is listed as an additional insured and coverage is provided on primary and non contributory basis and waiver of subrogation is granted per the attached documents. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Dekalb County Georgia** Maloof Center, 2nd floor 1300 Commerce Drive AUTHORIZED REPRESENTATIVE Decatur, GA 30030



BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
 Additional Insured by Contract, Agreement of Additional Insured – Broad Form Vendors Alienated Premises Bodily Injury Redefined Broad Form Property Damage – Borrowed of Goods and Use of Elevators Incidental Malpractice (Employed Nurses, Equation Personal and Advertising Injury – Broad Form Product Recall Expense 	Equipment, Customers :MT's and Paramedics)	1 2 2 2 2 2 3 3
Unintentional Failure to Disclose Hazards Unintentional Failure to Notify		5 5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who is An Insured, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

- b. This provision does not apply:
 - (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
 - (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
 - (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;
 - (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes

place after the lease for that land expires; or

- (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises structural alterations, construction or demolition operations performed by or on behalf of the manager or lessor, or
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 6. Is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of

- business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in paragraphs **5.d.** or **5.f.**; or
 - (2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under SECTION II – LIABILITY, B. Exclusions, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, definition 4. is replaced in its entirety by the following:

- 4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 5. Broad Form Property Damage Волгоwed Equipment, Customers Goods, Use of Elevators



a. Under SECTION II - LIABILITY, B. Exclusions, paragraph 1.k., the following is added:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. Under SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, the following additional definition is added:

"Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 6. Incidental Malpractice Employed Nurses, EMT's and Paramedics

Under SECTION II — LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technican or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

- 7. Personal and Advertising Injury Broad Form Under SECTION II – LIABILITY, F. Liab lity and Medical Expenses Definitions, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
- 8. Product Recali Expense

- Under SECTION II LIABILITY, B. Exclusions, Paragraph 1. o. is replaced in its entirety by the following:
 - o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under SECTION !I LIABILITY, C. Who Is An Insured, paragraph 4.c. is added as follows:
 - c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal

- or recall that occurred before you acquired or formed the organization.
- c. Under SECTION II LIABILITY, E. Liability and Medicai Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph e. is added as follows:
 - e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under SECTION II LIABILITY, F. Liability and Medical Expenses Definitions, the following additional definitions are added:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense(s)" means:

- Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";

- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

- **b.** Your lost profit resulting from such "covered recall".
- e. Under SECTION II LIABILITY, D. Liability and Medical Expenses Limits of Insurance, the following is added:
 - The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
 - (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
 - (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
 - (c) If the Aggregate Limit has been reduced by



reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- 6. A deductible of \$500 applies per each "Occurrence".
- 9. Unintentional Failure to Disclose Hazards
 Under SECTION II LIABILITY, E. Liability and
 Medical Expenses General Conditions,
 paragraph 6. is added as follows:
 - 6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph f. is added as follows:

f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS		
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SCHEDULE*

Name Of Person Or Organization: DEKALB COUNTY	
* Information required to complete this S	chedule, if not shown on this endorsement, will be shown in the

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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