



# ***RISK NOTE***

**Subject: Managing Additional Risks Associated with International or Out of Province Institutions and Educational Affiliation Agreements**

Out of Province Institutions often have difficulty meeting certain requirements found in the standard form of Affiliation Agreement used in BC for practice education placements (the BC Affiliation Agreement), attached as Appendix 1. It is foreseeable that an entity in another province or another country will be subject to different legislation and will have their own policies in effect; however, sometimes there are compelling reasons for accepting students from other jurisdictions. Most complications are in the areas of Workers Compensation Benefits, Indemnification and Insurance, which are further detailed in the body of this Risk Note.

Workers Compensation Benefits:

Obtaining proof of workers' compensation benefits under the *BC Workers' Compensation Act (the Act)* or equivalent coverage for students and instructors while engaged in activities at the Health Care Agency (HCA) is good risk management practice. It ensures there is coverage available for any injuries sustained by the educational facility staff, instructors or students while on the HCA premises. Under the *Act*, workers are prohibited from suing any employer for injuries sustained in the course of carrying out work-related duties.

Out of Province Students (Students) are not eligible for workers' compensation benefits under the *Act*. HCPP therefore recommends Students carry their own medical or accident insurance (commonly known as Visitors to Canada Insurance) prior to starting their practicum at the HCA site. It is important to note, this insurance is not the same as workers' compensation benefits under the *Act*. While there is coverage for medical and dental expenses, there are no provisions for loss of wages, amenities, etc and the Student will retain their right to sue the employer. To mitigate this exposure, HCPP recommends the HCA have the Student sign a waiver/release form similar to the sample that is attached as Appendix 2. A waiver/release form confirms the HCA assumes no liability for injuries sustained by the Student during the practicum and that the HCA will not be held responsible for such injuries.

To accommodate these changes, modifications must be made to Schedule A, Section 3 of the BC Affiliation Agreement. For instance, language similar to the following should be added to the end of this section: "Institution Staff and Students who are not eligible for workers' compensation benefits or cannot obtain equivalent coverage, have been advised by the Institution of their individual responsibility to carry Visitors to Canada insurance and sign the Waiver and Release of Responsibility form attached. The

Institution confirms Institution Staff and Students have Visitors to Canada insurance in place and will forward the signed Waiver and Release of Responsibility form prior to the Institution Staff and Students starting their Practice Education at the Facilities.”

#### Indemnity:

The BC Affiliation Agreement includes mutual hold harmless and indemnification clauses. The intent of indemnification is that each party be returned to the financial position it was in before the loss occurred either by being reimbursed by the other party (indemnified) or having the other party pay for their losses directly (held harmless). Both the HCA and the institution have certain responsibilities under the agreement. Each party should accept responsibility for loss arising from their own actions and those of whom they are responsible by way of a hold harmless and indemnity clause. These clauses transfer the legal responsibility for payment of costs and damages arising from legal liability from one party to the other.

Out of Province Institutions may try to resist indemnifying the HCA on their Student’s behalf. Given the role the Out of Province Institution plays with respect to the training and placement of the Student, it is reasonable that such an indemnity is granted. HCPP strongly recommends that amendments are not made to the mutual hold harmless and indemnification clause found in the BC Affiliation Agreement without seeking legal or risk management advice. The indemnity granted by the HCA has received blanket approval by the Executive Director of the Risk Management Branch of the Ministry of Finance in accordance with the *Financial Administration Act*. It is important to keep in mind that if terms of the agreement are materially changed, the blanket approval does not apply and approval of the indemnity on an individual basis is required. If a critical program is only offered at one institution, the HCA may decide they are willing to accept the risks associated with granting a specific exception to the standard indemnity wording.

#### Insurance:

Policies of insurance generally provide the assurance that a party has the financial capacity to fulfil their indemnity obligations. As such an affiliation agreement should always specify the types and limits of insurance required for each party participating in the agreement. The BC Affiliation Agreement requires all institutions to maintain comprehensive third party liability insurance and medical malpractice and/or professional liability insurance both in the minimum amount of \$5,000,000.00 (Cdn) per occurrence covering claims brought against the institution, institution staff or students.

This requirement can be problematic in relation to Out of Province Institutions. In some countries, it is simply not the Out of Province Institution’s practice to extend their insurance coverage to a Student while the Student is engaged in a practicum experience outside of the Out of Province Institution’s country. In cases where the Out of Province Institution’s insurance policy will only cover the Out of Province Institution itself, the Student must arrange their own insurance coverage. HCPP recommends the Student maintain comprehensive third party liability insurance and, depending on the nature of the practice education, medical malpractice and/or professional liability.

When faced with this situation, modifications will have to be made to the insurance language in Schedule A of the BC Affiliation Agreement. The language should reflect

the fact the Out of Province Institution's insurance does not extend to the Student during their practice education. In addition, the contract language should require the Out of Province Institution to advise the Student of the Student's need to purchase and maintain adequate insurance. The contract language should also make the Out of Province Institution responsible for confirming the Student has purchased their insurance prior to attending the HCA to begin their practice education. Drafting the language in this manner obligates the Student to carry their own insurance, but puts the onus on the Out of Province Institution for ensuring the Student is aware of this necessity and has complied with it. As the two parties to the contract, the HCA and the Out of Province Institution are the only ones that can be bound by its terms and conditions. To be enforceable it is important this requirement rests with the Out of Province Institution.

### Summary:

The HCA's first position should always be to use the BC Affiliation Agreement without negotiations. If the HCA is dealing with an Out of Province Institution requesting changes to the BC Affiliation Agreement, it is crucial the HCA assess the benefits of having the Student at their organization before they agree to negotiate any points of the contract. Could other BC students fill these vacancies? Is the Student likely to return to your organization for employment after their practicum? The advantage of adhering to the BC Affiliation Agreement without modification is that it reinforces the provincial standard for the benefit of other HCAs, other students, and the efforts of the BC Academic Health Council (BCAHC) to promote consistent practice. BCAHC provided the financial support towards the development of the BC Affiliation Agreement and continues to facilitate collaboration between healthcare and post-secondary education at a province wide level.

At times, it may be necessary to make exceptions to the BC Affiliation Agreement. HCPP recommends the HCA always document their risk analysis so that the reasons can be communicated and justified to other institutions, if necessary, as well as internally within the HCA's own organization. Granting an exception in one circumstance should never become the norm on how the HCA engages in future agreements. If the HCA's risk assessment clearly illustrates the benefits and the HCA wants to proceed with changes to the BC Affiliation Agreement, HCPP can provide advice in this regard.

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*It should be clearly understood that this document and the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate. If you have any questions about the content of this Risk Note, please contact your organization's risk manager or chief risk officer to discuss.*

**Appendix 1**

**EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT  
TEMPLATE**

BETWEEN:

**[Name]**  
Address: ♦  
Phone: ♦  
Fax: ♦  
Title of Representative:  
  
("Health Authority")

AND:

**[Name of Educational Institution]**  
Address: ♦  
Phone: ♦  
Fax: ♦  
Title of Representative:  
  
("Institution")

**BACKGROUND:**

The Health Authority and the Institution wish to work together to support the learning experiences of students enrolled in the Institution's educational programs, by providing them with access to practice education experiences at one or more facilities operated by the Health Authority.

**AGREEMENT:**

The Health Authority and Institution agree to be bound by the attached Terms and Conditions ("Agreement"). This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument and either party may deliver an executed counterpart by facsimile transmission.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

*HEALTH AUTHORITY*

*INSTITUTION*

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In this Agreement:

- (a) **“Applicable Law”** means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- (b) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) **“Confidential Information”** means all data, information and material relating to the Health Authority and its services, HA Staff, contractors, service providers or Patients, whether or not it is stored in written, electronic or any other form, that Students or Institution Staff receive, in connection with this Agreement, including (i) Personal Information about HA Staff and Patients, (ii) Health Records, (iii) any information about the business, affairs or operations of the Health Authority which is not generally known or available to the public.
- (d) **“Facilities”** means those facilities that are operated or administered by the Health Authority.
- (e) **“FOIPPA”** means the Freedom of Information and Protection of Privacy Act (British Columbia), and regulations thereto, as amended or substituted from time to time.
- (f) **“HA Staff”** means the officers, directors, employees, physicians, contractors, subcontractors, representatives or agents of the Health Authority.
- (g) **“Health Care Services”** means all services provided by the Health Authority to or for the benefit of members of the public whether in acute, residential care, community care, research or other sectors.
- (h) **“Health Records”** means Patient care records, clinical records and all other records and documents pertaining to the delivery of Health Care Services to Patients or Patient Personal Information.
- (i) **“Health and Safety Standards”** means all Applicable Laws, standards of practice and codes of ethics issued by any professional regulatory body, and all rules, policies and regulations in place at the Health Authority or its Facilities that apply to the Students or the Institution Staff at the Facilities, any of which relate to workplace safety, the delivery of Health Care Services or the health and safety of Patients or HA Staff.
- (j) **“Institution Staff”** means the instructors, officers, directors, employees, contractors, subcontractors, representatives or agents of the Institution.
- (k) **“Patients”** means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- (l) **“Personal Information”** has the meaning set out in FOIPPA;
- (m) **“Practice Education”** means that part of a student’s educational experience which takes place in the workplace and may involve direct patient care or access to patient information. In such an experience, the student may provide services to and for the benefit of patients/families. The student provides such services under the general direction and supervision of HA Staff or Institution Staff, who are practicing health professionals, and are authorized and qualified to provide the services.
- (n) **“Program” or “Programs”** means those educational programs offered by the Institution and recognized by the Health Authority.
- (o) **“Students”** means those students of the Institution who are selected by the Institution to participate in the Programs.

## 2. SCHEDULES

Schedule A (Insurance) attached to this Agreement, will, for all purposes, form an integral part of this Agreement.

## 3. TERM *CHOOSE OPTION 1 OR 2*

### **OPTION 1 – TIME LIMITED:**

This Agreement will commence \_\_\_\_\_, 20\_\_ and shall continue for a period of \_\_\_\_ year(s) \_\_\_\_month(s) to \_\_\_\_\_, 20\_\_ unless terminated earlier in accordance with Section 11. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement. The parties may agree, in writing, to renew this Agreement for further periods of one or more years/month(s).

### **OPTION 2 – ‘EVERGREEN’:**

This Agreement will commence \_\_\_\_\_, 20\_\_ and shall continue thereafter until terminated in accordance with Section 11. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement.

## 4. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS:

- (a) The Health Authority and the Institution agree:
  - (i) to work collaboratively with each other to enhance the practice education experience of the Students in the Programs;
  - (ii) to promote inter-professional practice education planning, delivery and evaluation;
  - (iii) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Program.
- (b) The Institution and the Health Authority acknowledge that the Students' educational program is designed and sponsored by the Institution, and the Institution acknowledges that the Health Authority provides no representations or warranties concerning the practice education experiences or its ability to provide supervision of or instruction to Students.

## 5. OBLIGATIONS OF THE HEALTH AUTHORITY:

- (a) The Health Authority agrees:
  - (i) to provide Institution Staff and Students with reasonable access to Facilities for the practice education experience and to provide supplies and equipment as reasonably required to support the practice education experiences; and
  - (ii) to provide such onsite supervision of Students engaged in the practice education experience at the Facilities, as may be agreed upon with the Institution;
  - (iii) to make available to the Student, and to the Institution Staff, the Health and Safety Standards, any applicable intellectual property policy, and such other of the Health Authority's rules, regulations and policies that apply to the Program;
  - (iv) to consult with the Institution in its evaluation of the Programs when reasonably requested to do so;
- (b) Notwithstanding any other provision of this Agreement, the Health Authority's obligations under this Agreement will be subject to the availability of resources, its operational and administrative needs and ensuring the safety and care of its Patients. Without limiting the foregoing, the Health Authority may, at its discretion, alter, change, re-schedule, substitute or terminate any Program or any practice education

experience in order to meet its operational or administrative needs, in the event of employment or labour disputes or disruptions, to comply with Applicable Laws, in the event of emergencies or on the basis of the health or safety of Patients and HA Staff.

## **6. OBLIGATIONS OF THE INSTITUTION:**

- (a) The Institution agrees:
  - (i) to work collaboratively with the Health Authority to ensure the effective operation and administration of the Programs, including scheduling the practice education experience and instruction for Students and attendance by Institution Staff;
  - (ii) to ensure all Students are duly registered at the Institution, are in good standing and satisfy all of the Institution's admission and performance standards necessary for participation in the Programs;
  - (iii) to work with the Health Authority to designate HA Staff and/or Institution Staff who will be engaged in planning of the practice education experience and instructing Students in the course of the Program;
  - (iv) to consider, and where appropriate, recognize significant involvement of members of HA Staff in the Program through academic appointments to the Institution, subject to the Institution's policies and procedures;
  - (v) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with this Agreement, conduct themselves professionally and courteously, and that they comply with the Health and Safety Standards, any applicable intellectual property policy, and all other rules, regulations, and policies of the Health Authority that apply to the Program;
  - (vi) to acknowledge that the Health Authority may refuse to permit a Student or member of Institution Staff to attend at any of the Facilities if a student refuses to comply with the Health and Safety Standards, including any testing or screening requirements of the Health Authority; and
  - (vii) that the Institution is solely responsible for the operation of the Programs, and the form of instruction, design and delivery of educational services to Students participating in a Program or Programs.
- (b) The Institution agrees that it is an independent body, and not the agent, partner or joint venturer of the Health Authority and the Institution will not hold itself out to the public as such or make representations to Students or others that the Health Authority has approved the Programs.
- (c) The Institution will take all reasonable steps to ensure that all Students and Institution Staff are aware and understand standards of work place behaviour, including but not limited to, harassment, discrimination, sexual misconduct, abuse, and appropriate professional and respectful work place behaviour, confidentiality, all consistent with Health Authority practice education policies and guidelines and other rules, policies and standards.

## **7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION**

- (a) In respect of the Program or Programs, the Health Authority and the Institution will designate one or more individuals to act as their respective representative(s) in all matters relating to the operation of the applicable Program or Programs, in order to facilitate communications between the parties to this Agreement.
- (b) The Institution will immediately report to the Health Authority any incident taking place at the Facilities involving its Students or Institution Staff that causes or compromises the mental or physical health or safety of Patients, HA Staff or members of the public, including, but not limited to, breaches of the Health and Safety Standards.
- (c) If the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to HA Staff or Patients at the Facilities, the Institution will immediately advise the

Health Authority, and will, if reasonably necessary to protect others, suspend that Student's or Institution's Staff member's participation in the Program, which may not be resumed without Health Authority approval.

- (d) The Institution and the Health Authority will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the parties that are not resolved by negotiation will, with the agreement of the parties, be decided by mediation or arbitration, or failing agreement, in a Court of competent jurisdiction within the province of British Columbia.

## **8. SUSPENSION AND REMOVAL**

- (a) The Health Authority may suspend or exclude a Student or an Institution Staff member from Program activities at the Facilities, either temporarily, pending investigation or permanently, in any circumstances where the Health Authority or Institution has identified that the Student or Institution Staff member has, or there are reasonable grounds for believing that the Student or Institution Staff member has:
  - (i) failed to comply with the Health and Safety Standards or any other rules, regulations and policies of the Health Authority or any agreement with the Health Authority;
  - (ii) endangered the mental or physical health or safety of any person; or
  - (iii) otherwise interfered with or compromised the operation of the Facilities or the provision of Health Care Services.

## **9. EMPLOYMENT**

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Programs, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from the Health Authority, including but not limited to statutory programs and disability, life or other insurance coverage. The Health Authority will have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any nature on behalf of, or for the benefit of, the Institution, Institution Staff or the Students. The Health Authority shall be solely responsible for the employment, working conditions and any liabilities arising from its employment relationship with HA Staff participating in the Programs. For further clarification, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Programs.

## **10. PRIVACY AND CONFIDENTIALITY**

- (a) It is acknowledged that in the course of participating in the Programs, Institution Staff and Students may have access to Confidential Information, and that such information is subject to obligations of privacy and confidentiality. More particularly, the Institution acknowledges and understands that the Health Authority is a public body subject to the provisions of the FOIPPA and owes obligations of privacy and confidentiality to, among others, Patients and HA Staff.
- (b) The Institution acknowledges and agrees that all Confidential Information is deemed to be the property of the Health Authority, and that this Agreement does not grant the Institution, Institution Staff or Students any authority to use, disclose, collect or retain such information or records except to the extent strictly required for participation in a Program. Without limiting the foregoing, in no case will Students or Institution Staff be permitted to retain or remove Health Records from the Facilities without the express written consent of the Health Authority.
- (c) The Institution agrees that:
  - (i) it will take reasonable steps to ensure that all Institution Staff and Students are aware of and uphold Health Authority policies regarding privacy and confidentiality and comply and act consistently with the Health Authority's obligations under the FOIPPA and any other Applicable Laws or standards of practice;
  - (ii) it will immediately report to the Health Authority any breaches or potential breaches of this paragraph 10, and provide assistance and cooperation with any investigation conducted by the Health Authority into such breach; and,

- (iii) on request, it will immediately return any Health Records or Confidential Information in the possession of the Institution, and will use its best efforts to facilitate the return of any Confidential Information in the possession of Institution Staff or Students.
- (d) The Institution acknowledges that this Agreement requires the Institution to make disclosure of certain information about Students and Institution Staff to the Health Authority. The Institution shall obtain all necessary consents from Students and Institution Staff, including under the Personal Information Protection Act or the FOIPPA, as applicable, to permit such disclosures.
- (e) The Health Authority shall protect the Personal Information of Students and Institution Staff that is in the custody and control of the Health Authority all in accordance with FOIPPA.
- (f) No Student will be permitted by the Institution to participate in a Program unless he or she has signed a Confidentiality Agreement in a form approved by the Health Authority.

#### **11. TERMINATION**

- (a) This Agreement or any one or more Programs may be terminated as follows:
  - (i) by either party with or without reason, on 90 days' written notice;
  - (ii) by the Health Authority in the event that the Institution is in breach of this Agreement and the Institution has failed to rectify such breach upon being given 14 Business Days written notice of the breach; or,
  - (iii) by the Health Authority with immediate effect if the Health Authority determines, in its sole discretion, that a breach of this Agreement has been committed by the Institution and such breach has caused or is likely to cause an adverse effect on the health or safety of its Patients.
- (b) Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

#### **12. INDEMNIFICATION**

- (a) The Institution shall indemnify and save harmless the Health Authority from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Institution, Institution Staff, or Students arising out of this Agreement, excepting always liability arising from the independent negligence of the Health Authority or HA Staff.
- (b) The Health Authority shall indemnify and save harmless the Institution from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Health Authority arising out of this Agreement, excepting always liability arising from the independent negligence of the Institution, Institution Staff, or Students.

#### **13. INSURANCE**

The Institution and the Health Authority each agree to maintain insurance coverage in accordance with Schedule A to this Agreement.

#### **14. GENERAL**

- (a) This Agreement shall be for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

- (b) If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
- (c) The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- (d) Any inconsistency between this Agreement, and the policies, guidelines, Schedules or documents appended to or incorporated by reference into this Agreement will be resolved in favour of the Agreement.
- (e) The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.
- (f) No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.
- (g) This Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to attorn exclusively to the jurisdiction of the courts of British Columbia.
- (h) The Institution may not assign its rights under this Agreement.
- (i) Paragraphs 10, 11, and 12 will survive the termination of this Agreement.
- (j) Each notice to a Party must be given in writing. A notice may be delivered by hand or fax to a representative of the Party at the address or facsimile number set out on the first page of this Agreement, and will be validly given if delivered on a Business Day to the above address, or, if transmitted on a Business Day by fax addressed to the other Party :

[Insert Fax Numbers]

or to any other address, fax number or representative that the party designates in writing. Any notice if validly delivered, will be deemed to have been given when delivered.

- (k) Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by couriered delivery to the other parties an originally executed copy of this Agreement. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

## **SCHEDULE A – INSURANCE**

### **1. UCIPP**

If the Institution is covered by the University, College and Institution Protection Program (“UCIPP”), the Institution will maintain third party liability coverage through UCIPP throughout the term of the Agreement.

### **2. Non-UCIPP**

If the Institution is covered by an insurance carrier other than UCIPP, the Institution will:

- (a) Maintain comprehensive third party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
- (b) Maintain medical malpractice and/or professional liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence covering claims brought against the Institution, Institution Staff or Students who are involved in the Program for injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the Institution, Institution Staff, Students, and its agents or volunteers while in attendance at the Facilities.

### **3. INJURIES TO STUDENTS AND INSTITUTION STAFF**

The Institution will arrange coverage under the Workers Compensation Act (BC) or equivalent coverage for Institution Staff and Students while engaged in activities at the Facilities, or, with respect to Institution Staff who are contractors or sub-contractors, will arrange and / or require such coverage

### **4. GENERAL**

- (a) The Institution will provide proof of insurance coverage upon request by the Health Authority.
- (b) The Institution will not cancel or materially alter its insurance coverage without thirty days prior written notice to the Health Authority.
- (c) The foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Health Authority.

### **5. HCPP COVERAGE**

The Health Authority is covered by the Health Care Protection Program (“HCPP”); the Health Authority will maintain third party liability coverage through HCPP throughout the term of the Agreement.

**Appendix 2**

**[Insert HCA Logo]**

**WAIVER AND RELEASE OF *[insert name of HEALTH CARE AGENCY (HCA)]*  
RESPONSIBILITY**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND LIABILITIES  
PLEASE READ CAREFULLY**

**DISCLAIMER CLAUSE:**

The ***[insert name of HCA]*** is not responsible for any injury or damage suffered by *[insert name of student]* arising from or related to his/her practice education as *[insert nature of practicum, eg. Speech therapist]* with the ***[insert name of HCA]***.

**LIABILITY RELEASE:**

I, \_\_\_\_\_, hereby acknowledge and agree that I am not an agent, employee or servant of the ***[insert name of HCA]***.

I acknowledge that I wish to perform the activity of practice education as a ***[insert nature of practicum]*** and I hereby accept full responsibility for and assume all risks for myself and waive any right of recovery from the ***[insert name of HCA]*** that I may otherwise be entitled to at law.

In consideration of the Health Authority permitting me to perform my practice education, I hereby release the ***[insert name of HCA]***, its Directors, officers, employees, agents and attending physicians from any and all liability for any loss, injury or damage which I may suffer during the course of my practice education with the ***[insert name of HCA]***.

I acknowledge and agree that I will abide by the applicable policies and procedures in effect for the ***[insert name of HCA]*** and follow the directions and instructions of duly authorized employees of the ***[insert name of HCA]***.

I acknowledge that I have been advised to obtain personal accident insurance to cover risk of injury to myself during my practice education.

I acknowledge that I am nineteen (19) years of age or older and I have read and understand this Disclaimer Clause and accept the above Liability Release as evidenced by my signature.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Student \_\_\_\_\_ Print Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_