



Reference Document Regarding ClinicalConnect Insurance Requirements

To support organizations applying for access to ClinicalConnect, we have prepared this reference document, which can be shared directly with your Insurance Providers, to facilitate the submission of the required Certificate of Insurance (COI).

The following excerpt is from the <u>ClinicalConnect Terms & Conditions</u> (section 13), and details the insurance requirements for an approved ClinicalConnect Participant Organization:

Insurance

Each party agrees to maintain, for the duration of this Agreement and at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as the parties. Without limiting the generality of the preceding, the coverage required under this Section shall include:

- i. general liability insurance with a minimum of five million dollars (\$5,000,000.00) coverage for any one occurrence;
- ii. coverage for damages for breach of privacy, in relation to Personal Health Information (which in the case of HHS shall be for a minimum of five million dollars (\$5,000,000.00) coverage for any one occurrence);
- iii. personal injury;
- iv. cross liability; and
- v. contractual liability.

Each party agrees to provide the other with at least thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the coverage required under this Section. Participant's policy shall be required to:

- vi. name HHS as an additional insured, but only with respect to this Agreement; and
- vii. provide HHS with a copy of its policy upon request.

Such insurance will be with insurance carriers licensed to conduct business in the Province of Ontario.

As part of the application process, the submission of a COI is required to validate these requirements are met. The COI will be reviewed to ensure, at a minimum:

- 1. Coverage meets the minimum requirements outlined. *Please note, General Liability Insurance must be a minimum of \$5,000,000, while coverage for damages for breach of privacy, in relation to Personal Health Information, is an amount the organization decides on based on their own needs and risk tolerance.
- 2. The legal name of the organization and the address of the actual location(s) appearing on the Certificate of Insurance match the information submitted within the ClinicalConnect Participation Agreement.
- 3. HHS is identified as an additional insured. Below is the HHS contact information to be used:

Hamilton Health Sciences Corporation 100 King Street West, Suite 2300 Hamilton, ON L8P 1A2

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