

Catholic Mutual. . ."CARES"

HEALTH CARE INSTITUTION HOLD HARMLESS/INDEMNITY AGREEMENT

HEALTH CARE INSTITUTION: _____

PARISH(S): _____

DATES OF SERVICES: _____

The above named HEALTH CARE INSTITUTION agrees to defend, protect, indemnify and hold harmless the above named PARISH(S) and the Arch/Diocese against and from all claims arising from the negligence or fault of the above named HEALTH CARE INSTITUTION or any of its clients, patients, employees, agents, family members, officers, volunteers, helpers, partners, organizational members and associates, and parish nurse in connection with the performance of parish nurse duties for the above named PARISHES.

The above named HEALTH CARE INSTITUTION agrees to provide a certificate of insurance to the PARISH(S) which provides evidence of workers compensation insurance, general liability coverage of not less than two million dollars (\$2,000,000) per occurrence and nurses professional liability coverage of not less than two million dollars (\$2,000,000). HEALTH CARE INSTITUTION also agrees to have the PARISH(S) and Arch/Diocese named as an "Additional Insured" on its general liability and nurses professional liability policies for activities carried out in performance of the Parish Nurse Program and for claims made by its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates, and the parish nurse. It is agreed that HEALTH CARE INSTITUTION also agrees to ensure that its general liability and professional liability insurance policies will be primary in the event of a covered claim or cause of action against PARISH(S).

If and only if HEALTH CARE INSTITUTION fails to comply with the above (second) paragraph, the HEALTH CARE INSTITUTION agrees to protect, defend, hold harmless and fully indemnify the above named PARISH(S) and Arch/Diocese for any claim or cause of action whatsoever which arises from the performance of parish nursing duties or that is brought against the PARISH(S) and/or the Arch/Diocese by the above named HEALTH CARE INSTITUTION, or its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates, and the parish nurse, whether such claim arises from the alleged negligence of the PARISHES, their employees or agents or HEALTH CARE INSTITUTION and/or parish nurse's negligence.

SIGNED BY: _____
(Must be an officer of HEALTH CARE INSTITUTION)

NAME & TITLE: _____

DATE: _____