Thank you for your interest in managing the medical professional liability for the Washington Conference health fairs. As I mentioned, there is no medical professional liability coverage on the conference's General Liability policy. Consequently, every time a church/school wants to organize a Dental/Medical clinic, we need to go through the application process to ensure coverage is in place for the event. See attached the application and the audit report which needs to be completed after the event. As far as premium goes, it is hard to give you an estimate without the application but the premium starts at around \$2,500-3,000 and can go up to \$10-15k depending on how large the event is and how many volunteers and medical/dental procedures are happening. This policy provides \$10M in medical malpractice liability limits for each event. Furthermore, here are some addition information in regard to Health fairs and the potential liability for Dental/Medical clinics.

- 1) For small health screening events like when a church is taking blood pressure or weight, there is coverage on the General Liability for this 'incidental medical malpractice' exposure. For these types of events we ask that the Church nor it's volunteers diagnose or provide medical consultation to the participants. It is appropriate to have handouts for example from a 3rd party such as WebMD, or the American Heart Association, that can be handed to the participant along with their results. Then the participant is interpreting their results and can make the decision on the next steps.
- 2) For camp or school nurses/doctors/pathfinders the Washington Conference is covered under the General Liability policy on the 'incidental medical malpractice' coverage for them providing services to students/campers. The conference should have medical consent forms for all minors attending camp/schools or other events such as pathfinders. Please work with your local counsel but important to have for example parents/guardians disclose allergies their kids have.
- 3) For events such as dental, medical and vision clinics, I strongly discourage a local church to put one of these on. Why? Examples of items that must be cared for,
 - a. medical record retention,
 - b. HIPPA/PHI security,
 - c. medical professionals credential verification/retention,
 - d. equipment calibration,
 - e. statutory laws,
 - f. Other items
- 4) For events such as dental, medical, and vision clinics that are put on by other organizations such as Amen. These organizations should be vetted carefully for items listed in #3 above, rental/use contracts/agreements should be reviewed by the conference legal counsel. In my opinion organizations who do these events regularly and have been vetted are better equipped than us as the Church doing one off events. Further Items to consider:

- a. Insurance the other organization should have
 - i. General Liability with per occurrence limits no less than \$10,000,000 with annual aggregates of no less than \$10,000,000
 - ii. Medical Professional liability with per occurrence limits no less than \$10,000,000 with annual aggregates of no less than \$10,000,000
 - iii. Workers compensation with statutory limits
 - iv. Sexual Molestation with per occurrence limits no less than \$10,000,000 with annual aggregates of no less than \$10,000,000
 - v. Auto liability owned, non-owned, hired with per occurrence limits no less than \$10,000,000 with annual aggregates of no less than \$10,000,000
- b. Insurance Additional named insured The following policies should show evidence of additional insured via both an additional insured endorsements and certificate with the following language "The General Conference of Seventh-day Adventist, and the General Conference Corporation of Seventh-day Adventist, its subsidiary and affiliated organizations to include the Washington Conference of Seventh-day Adventist and its affiliated and subsidiary organizations as additional insured (important to make sure that WA Conference is the legal name. If WA Conference has an association and/or corporation, both should be listed)
 - i. General Liability
 - ii. Medical Professional Liability
 - iii. Sexual Molestation liability
 - iv. Auto Liability
- c. Volunteer criminal background check screening, all volunteers should be volunteers of the third party organization putting on the event and they should have a process to screen them. The Conference should ask them for their process, for screening and if a volunteer comes back with a positive finding, how that is handled. Best if needed, that potential local SDA Church volunteers be directed to contact the third party organization to volunteer, that way the third party is vetting and approving them.
- d. Who's event is it? it is important to the best ability that the event be "put on" "sponsored" by the third party organization, the more distinct this line is between them and the Conference/Church the better. Better to have if needed signage, bulletin notices etc., saying something to the effect of "On June 28, 2022, AMEN will be conducting a dental clinic at ______ SDA Church between the hours of 1-6pm". We should avoid co-branding, using language like "sponsored by SDA...". If our local church provides money to the event it should be a donation with no strings attached concerning our involvement in running the event, etc.

There is not silver bullet in removing all potential liability from the Conference/church, however doing the above and in working with your local counsel, as well as ARM we can do our best to continue to have these types of ministries while protecting the Church.

Blood Pressure Categories



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90 OR HIGHER

HIGHER THAN 180

and/or

HIGHER THAN 120

heart.org/bplevel:

(consult your doctor immediately) HYPERTENSIVE CRISIS

(HYPERTENSION) STAGE 2

HIGH BLOOD PRESSURE

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76	156	6 <u>4</u>	172	180	189	197	205	213	221	230	238	246	254 2	263 2	271 279	79 287	17 295	5 304	4 312	320	328	336	344 353		361 3	369 377	77 38	385 394 402	4 40:	2 410	410 418 426	426	435	44 3

FACILITY USE AGREEMENT

THIS A	AGREEMENT is made and entered into this day of, 20,
"Confe	n the Washington Conference of Seventh-day Adventists (hereafter, rence"), operating a church known as the Seventh-day tist Church (hereafter, "Church") and the al Clinic (hereafter, "Clinic").
The da	tes of use shall be to, 20
	RECITALS
1.	The CONFERENCE and CHURCH are the owner and occupier of a church building located at <i>(Physical Address of Church)</i> , herein referred to as "church premises," and desires to make available to CLINIC the use of said premises.
2.	CLINIC will use the church premises on the dates specified above for the purpose of providing basic medical and/or dental services to the community.
3.	CHURCH and CLINIC mutually agree that the terms and conditions of their joint use should be executed in written form so that clear understanding is achieved as to their respective rights and obligations in the use of the church premises.
4.	If necessary, CLINIC agrees to apply to the County Department of Assessment and Taxation for a real property exemption based upon its non-profit status commencing with the 2022-23 tax year. The CHURCH will cooperate as necessary in the application process and CLINIC agrees to allow the CHURCH to approve and file the application for the CLINIC.
17 10 7	AGREEMENT
11 15 1	THEREFORE AGREED as follows:
1.	Scope of Use. CLINIC shall be entitled to use the entire church premises, with the exception of Such use shall be for the purpose of providing basic medical and/or dental services to the community.
2.	Rent. For use of the church premises, CLINIC shall pay to CHURCH the amount of
3.	<u>Prohibited Activities</u> . It is agreed between CHURCH and CLINIC that there shall be no smoking or drinking of alcoholic beverages anywhere upon the church premises. Furthermore, it is agreed that there shall be no eating or drinking within the church sanctuary, hallways or classrooms, with the exception of food or drink provided by parents to small infants, but that such eating or drinking shall be confined to the fellowship room.

1 – FACILITY USE AGREEMENT FOR HEALTH FAIR Updated 06/2022

- 4. <u>Insurance and Indemnification</u>. It is agreed and understood that CLINIC shall acquire and maintain professional liability insurance to protect both parties from all claims of personal injury, including death, which may arise from CLINIC'S use of the church premises. The WASHINGTON CONFERENCE OF SEVENTH-DAY ADVENTISTS and affiliated entities at 32229 Weyerhaeuser Way South, Federal Way, Washington 98002, shall be named as an "additional insured" party on said policy. Professional liability coverage shall be in an amount of not less than \$1,000,000.00, and CLINIC shall furnish CHURCH with two copies thereof. CLINIC further agrees to indemnify, defend and hold the CHURCH and CONFERENCE harmless for any loss or claim by third parties arising from CLINIC'S use of the church premises.
- 5. <u>Litter Disposal</u>. It is understood that CLINIC shall be responsible for and pick up paper and other litter left in the building or on the church premises.
- 6. <u>Church Access/Keys</u>. CHURCH will provide CLINIC access to the church premises and may, at its discretion, provide a set of keys to the church facilities. CLINIC promises that such keys shall not be duplicated and shall be returned to CHURCH upon the expiration of this Use Agreement.
- 7. <u>Signs.</u> CLINIC shall be entitled to utilize a sign on the premises to indicate its services and use of the church facilities, to be placed in a conspicuous place just prior to use and to be removed immediately following use.

OPTIONAL PARAGRAPH

8. Activities involving Minors. It is agreed and understood that CLINIC has adequately screened all workers involved with minors, and will continue to screen all such workers before allowing them to work in any area or activity on the church premises where minors are present or involved. By signing this agreement CLINIC acknowledges that this has been done, and that CLINIC will continue to comply with this requirement.

OPTIONAL PARAGRAPH

- 9. Security Deposit. CLINIC has deposited with CHURCH the sum of (Security Deposit Amount)

 as security for performance by CLINIC of all the terms, covenants and conditions required to be performed hereunder. Such sum shall be returned to CLINIC after the expiration of this Use Agreement provided the church premises are in as good condition as when the Use Agreement commenced, normal wear and tear of the premises excepted.
- 10. <u>Termination</u>. Notwithstanding the above provision, this Use Agreement may be terminated by either party upon thirty (30) days advance notice. This notice shall be in writing and delivered to the CHURCH and/or CLINIC at the addresses listed below.
- 11. This Agreement contains the entire agreement by and between the parties. Any subsequent modification or amendment shall be made in writing, signed by the respective parties, and attached hereto.

CONTACT INFORMATION

CLINIC	
Name:	
Address:	
Phone:	
Email:	
S	EVENTH-DAY ADVENTIST CHURCH
Name:	
Address:	
Phone:	
WASHINGTON COM	FERENCE OF SEVENTH-DAY ADVENTISTS
Name:	Pam Scott
, and	Washington Conference of Seventh-day Adventists
Address:	32229 Weyerhaeuser Way South, Federal Way, WA 98001
Phone:	(253) 681-6044

HEALTH FAIR PATIENT WAIVER AND RELEASE OF LIABILITY

In exchange for being given free or low-cost health screenings, I release, discharge, and hold harmless, the Washington Conference of Seventh-day Adventists, including the Seventh-day Adventist Church, its employees, agents, officers, members, and health fair participating health care providers from any and all claims, demands, losses, damages, or injuries, arising from, or based in whole or in part on, my participation in the Health Fair, including, but not limited to, the results of the wellness screenings; any statements made to me by any health fair agent, employee, or volunteer; nondisclosure to me of any information; or my receipt or non-receipt of any information from the health fair.
ACKNOWLEDGMENT
I have read this form, or have had it read to me, and understand the contents of this form. I believe that I have the knowledge upon which to base consent to participate in the Health Fair. All questions have been answered to my satisfaction.
On this date of, 2022.
SIGNATURE OF PARTICIPANT PRINT NAME

HEALTH FAIR VOLUNTEER Release, Waiver of Liability, and Covenant Not to Sue

READ CAREFULLY BEFORE SIGNING

As a Parti	icipant Volunteer, I hereby	acknowledge my av	wareness that my participation	in
the	Health Fair, held at t	he	Seventh-day Adventist	
Church (h	nereafter, "local church") sł	nall be at the Partici	pant Volunteer's own risk. The	,
	on Conference of Seventh-			
administra	ators, officers, committee r	nembers, vendors ar	nd/or agents shall not be liable	of
any dama	ges arising from personal is	njuries of damages	sustained by Participant	
Volunteer	r in or during his/her active	or passive participa	tion in the aforementioned	
event(s) h	eld during the	Health	n Fair.	
including and/or age	the local church its admini ents from any and all claim future resulting from parti	strators, officers, co s, demands, damage	ce of Seventh-day Adventists, ommittee members, vendors, e rights, or causes of action	
This	day of		, 20	
Printed N	ame			



Coverage Summary

Healthcare Professional Liability Policy

NAMED INSURED: General Conference of the Seventh-day Adventist Church and the General

Conference Corporation of SDA and participating denominational entities

by Endorsement.

CARRIER: CHUBB Insurance

COVERAGE: Healthcare Professional and General Liability

POLICY NUMBER: MLP G27569122 and XFK G27569134

EFFECTIVE DATE: April 7 Annually

LIMIT DETAILS: Professional Liability (Shared Limits)

\$10,000,000 Each Professional Incident Limit

\$10,000,000 Aggregate Limit

General Liability

\$10,000,000 Each Occurrence Limit

\$10,000,000 Personal and Advertising Injury Limit

\$10,000,000 Aggregate Limit

\$10,000,000 Products-Completed Operations Aggregate Limit

DEDUCTIBLE: \$25,000 Each Occurrence

POLICY TYPE: CLAIMS MADE

Organizations must endorse Each Scheduled Health Fair Event for Coverage to be in place. No Blanket coverage is provided.



Healthcare/Miscellaneous Facilities Liability

Underwritten by: ACE, Illinois Union Insurance Company
Special Event Application

Da	ite o	Event:
Lo	catio	n:
Ad	ldres	s:
Ins	struc	tions:
Th	e rec	uested information is necessary before a quotation can be obtained.
Ту	pe oi	print clearly.
Thi org	is ap ganiza	plication must be completed, dated and signed by an authorized representative of the applicant attion. Underwriters will rely on all statements made in this application.
1.	Sco	pe of Services to be provided at the health fair event:
		Comprehensive primary care medical services, including evaluation and management of medical problems including the diagnosis, by physical exam X-ray and laboratory evaluation, as well as treatment
		Prescription and dispensing of prescription medications
		Small procedures under up to and including under local anesthetics
		Ancillary primary care services will include massage therapy, physical and occupational therapy as well as lifestyle counseling Gynecologist services
		Pediatric Care
		Mental health services including evaluation, counseling and treatment
		Vision care services include eye examinations, and fitting for free glasses, including allowing the patient to choose from available frames, glasses will be available for pickup in area churches approximately 2-3 weeks after the event
		Comprehensive dental care
		Other:
2.	Esti	mated total number of patients at the health fair event:

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3.	Ou	tpatient surgical procedures that will be provide	d at t	the health fair event:
		Inguinal hernia repair		Umbilical hernia repair
		Laparoscopic or open cholecystectomy		Upper endoscopy
		Colonoscopy		Excisional biopsy
		Excision of benign mass		Excision or fulguration for warts
		Surgical treatment of pilonidal cyst		Laparoscopic bilateral tubal ligation
		Dilatation and curettage		Uterine ablation
		Diagnostic laparoscopy		Ovarian cystectomy
		Cystocele or rectocele repair		Bilateral vasectomy
		Vaginal hysterectomy		Hydrocele repair
		Circumcision		Distal clavicle excision
		Arthroscopy: ☐ Shoulder ☐ Knee ☐ Ankle ☐ Wrist ☐ Right ☐ Left		Laparoscopic unilateral or bilateral oophorectomy
		Trigger finger or thumb release		Carpel tunnel release
		Thumb Carpometacarpal Joint Arthroplasty		Ulnar Nerve Release at Elbow
		Tennis Elbow Surgery		Rotator Cuff Repair
		ACL repair		Meniscectomy of Knee
		Patellar Realignment/Lateral Release		Bunion Surgery
		Other:		Other:
4.		urgery suites will be used in partnership with a lo	ocal h	ospital, provide hospital name & address
	Addı	ress:		
		urgery suites will be used in partnership with a lo	ocal h	ospital, provide hospital name & address
	Addr	ress:		

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6. Number of Professional Volunteers staffing the health fair event:

Dental Assistant	Mental Health: Psychiatrist
Dental Hygienist	Mental Health: Psychologist
Dental Nurse	Mental Health: Social Worker
Dental MD	Nursing-Pediatrics
Dental Oral Surgeon	Nursing-Podiatry
Eye Care Assistant	Nursing-Primary Care
Eye Care Nurse	Nursing-Primary Care-Cardiology
Eye Care Ophthalmologist	Nursing-Student
Eye Care Optician	Nursing-Surgery
Eye Care Optometrist	Nursing-Triage
Lab	Nursing-Women's Health
Pharmacist	Physician: Cardiology
Physical Therapist	Physician: Primary Care
Occupational Therapist	Physician: Podiatric
Pediatric MD	Surgeon: General
Pediatric NP	Surgeon: Orthopedic
Physician: Cardiology	Surgeon: Plastic
Physician: Primary Care	Surgeon: Urology
Physician: Podiatric	Other:
Physician: OB/GYN	Other
	Estimated Number
The applicant agrees to submit within ten (10)	ided is only an estimate of the services and participation at the health fair event. days after the close of the health fair event a report with the actual exposure of d as soon as practicable after receipt of such information.
Applicant Name	Signature
Title	Date

Special Event Application



Healthcare/Miscellaneous Facilities Liability

Underwritten by: ACE, Illinois Union Insurance Company
Special Event Audit Report

Date of Event:						
Location:						
Address:						
Instructions: Type or print clearly. This application must be completed, dated and signed by an authorized representative of the applicant organization. Underwriters will rely on all statements made in this application.						
1. Scope of Services that were provided at the health fair event:						
 Comprehensive primary care medical services, including evaluation and management of medical problems including the diagnosis, by physical exam X-ray and laboratory evaluation, as well as treatment 						
☐ Prescription and dispensing of prescription medications						
☐ Small procedures under up to and including under local anesthetics						
 Ancillary primary care services will include massage therapy, physical and occupational therapy as well as lifestyle counseling Gynecologist services 						
☐ Pediatric Care						
☐ Mental health services including evaluation, counseling and treatment						
☐ Vision care services include eye examinations, and fitting for free glasses, including allowing the patient to choose from available frames, glasses will be available for pickup in area churches approximately 2-3 weeks after the event						
☐ Comprehensive dental care						
□ Other: ————————————————————————————————————						
2. Actual total number of patients at the health fair event:						



3. Actual Outpatient surgical procedures provided at the health fair event:								
		Inguinal hernia repair		Umbilical hernia repair				
		Laparoscopic or open cholecystectomy		Upper endoscopy				
		Colonoscopy		Excisional biopsy				
		Excision of benign mass		Excision or fulguration for warts				
		Surgical treatment of pilonidal cyst		Laparoscopic bilateral tubal ligation				
		Dilatation and curettage		Uterine ablation				
		Diagnostic laparoscopy		Ovarian cystectomy				
		Cystocele or rectocele repair		Bilateral vasectomy				
		Vaginal hysterectomy		Hydrocele repair				
		Circumcision		Distal clavicle excision				
		Arthroscopy: ☐ Shoulder ☐ Knee ☐ Ankle ☐ Wrist ☐ Right ☐ Left		Laparoscopic unilateral or bilateral oophorectomy				
		Trigger finger or thumb release		Carpel tunnel release				
		Thumb Carpometacarpal Joint Arthroplasty		Ulnar Nerve Release at Elbow				
		Tennis Elbow Surgery		Rotator Cuff Repair				
		ACL repair		Meniscectomy of Knee				
		Patellar Realignment/Lateral Release		Bunion Surgery				
		Other:		Other:				
I. If surgery suites were used in partnership with a local hospital, provide hospital name & address Hospital Name Address:								
;.	Hospital Name Address:							



6. Number of Professional Volunteers staffing the health fair event:

Dental Assistant		Mental Health: Psychiatrist				
Dental Hygienist		Mental Health: Psychologist				
Dental Nurse		Mental Health: Social Worker				
Dental MD		Nursing-Pediatrics				
Dental Oral Surgeon	·	Nursing-Podiatry				
Eye Care Assistant	~	Nursing-Primary Care				
Eye Care Nurse		Nursing-Primary Care-Cardiology				
Eye Care Ophthalmologist		Nursing-Student				
Eye Care Optician		Nursing-Surgery				
Eye Care Optometrist		Nursing-Triage				
Lab		Nursing-Women's Health				
Pharmacist		Physician: Cardiology				
Physical Therapist		Physician: Primary Care				
Occupational Therapist		Physician: Podiatric				
Pediatric MD		Surgeon: General				
Pediatric NP		Surgeon: Orthopedic				
Physician: Cardiology		Surgeon: Plastic				
Physician: Primary Care	-	Surgeon: Urology				
Physician: Podiatric		Other:				
Physician: OB/GYN		Other				
		Actual Number				
Declaration and Representations: The applicant agrees that the information provided is an accurate representation of the services and participation at the health fair event. The applicant agrees to submit the Audit report within ten (10) days after the close of the health fair event a report with the actual exposure of such health fair event. Premium will be audited as soon as practicable after receipt of such information.						
Applicant Name		Signature				
Title		Date				

Special Event Audit Report