



Letter of Agreement Between

IWK Health (hereinafter called the IWK)

and the

Hospital/Educational Institution (hereinafter called the Institution)

For the period from _____ to _____.
(day/month/year) (day/month/year)

The IWK will provide appropriate educational experiences to learners enrolled at the Institution, according to this agreement under the provisions of IWK Administrative Policy #702.1, Learner Placement.

Administrative Procedures

Learners and/or the Institution will provide the coordinator of their placement at the IWK with a list of approved learning objectives to be achieved during the educational experience.

The Institution agrees that day to day management of this agreement is within the authority of the IWK. The IWK does not accept responsibility for any financial costs incurred by learners during their attendance at the IWK.

The learner will be subject to the policies, procedures and regulations of the IWK while he/she is participating in the educational experience at the IWK. The learners shall be provided with an orientation package. The learner must review and complete, where necessary, all required documentation prior to the commencement of the learning experience.

The IWK reserves the right to require learners to leave the IWK because of their performance or conduct. This right will not be exercised without prior discussion with the institution except in extraordinary circumstances.

In the event of circumstances beyond the control of the IWK such as community, disaster, strike, fire, etc., in which the continued provision of clinical education under this agreement substantially interferes with the IWK's primary responsibility of care to its clients, the Institution acknowledges that the IWK reserves the right to suspend performing its obligation under this agreement immediately, and that the Manager of Learning and Development at the IWK will communicate directly with the Institution with as much advance notice as possible. Similarly, the IWK should determine and communicate with the Institution when the clinical education can be resumed.

Insurance and Indemnification

The IWK will accept liability for the acts of the learners as long as the learners are acting under the direction of an IWK employee.

The IWK will maintain liability insurance (including malpractice insurance) in an amount to protect it and the Institution from any claim for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrong doing of the IWK, its servants, agents or employees related to or arising out of programs or other matters to which this Agreement pertains.

The Institution will maintain liability insurance in an amount to protect it and the IWK from any claim for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrong doing of the Institution, its servants, agents or employees related to or arising out of programs or other matters to which this Agreement pertains.

The IWK and the Institution will advise each other of insurance coverage and will make available copies of any insuring agreements requested by the other. The IWK and the Institution will give notice of any significant changes in insurance coverage which could potentially affect the other party. If either party determines that the insurance possessed by the other party does not provide adequate liability protection, that party is entitled to prohibit activities on its premises.

The Institution acknowledges that the IWK does not carry workers compensation or equivalent insurance which would make payment to the students in the event of accidental injury at work. The IWK does not accept any responsibility for the risk of accidental injury.

Guidelines

The IWK will:

- Collaborate with the learner and institution to schedule the required number of educational experiences for the learner so that the approved objectives are met. The dates must be mutually agreeable to the IWK, student, and preceptor/mentor/supervisor.
- Identify appropriate learner placements in relation to the approved objectives and, whenever possible, accommodate the placement.
- As required, provide preceptors/mentors/supervisors who will act as facilitators in

assisting the learner to meet the approved objectives. If the learner is to be supervised by a clinical instructor, a team leader or educator will be assigned as a contact person for the clinical instructor. Students/learners involved with patient care will be assigned only to the degree of responsibility commensurate with their level of ability. Optimum learning will be provided without diminishing the quality of patient care.

- Endeavor to provide learners, without charge and where necessary, space for personal belongings. Learners will be given access to IWK cafeterias, at regular rates, and use of IWK libraries. Access to the Health Sciences Library is a privilege extended to learners during the duration of their placement in the Health Centre. Learners must have an IWK identification tag, or obtain a borrower's card from the library for library use.

The Institution will:

- Be aware of the philosophy, and mission of the IWK.
- Discuss with the IWK expectations for the learners and preceptors/mentors/supervisors, and agree on mutually satisfactory time periods for the experiences.
- Where necessary, declare the need and be responsible for the hiring of appropriate clinical instructors.
- Ensure the competency of clinical instructors in the designated practice area.
- Inform learners that they are subject to all policies, procedures and regulations of the IWK while they are participating in placement programs within the IWK.
- Understand that a patient or their family has the right of refusal in placement programs
- Be aware of learners' responsibility to maintain appropriate behavior while in the IWK, particularly concerning patients and families privacy and the confidentiality of patient's records and all other IWK related information and matters. All such information is confidential, and cannot be communicated except as outlined in the IWK's policy.
- The Agency will ensure that, prior to the commencement of any Placement, each Learner has fully completed all required documentation—including, but not limited to, the Health Screening Form, Pledge of Confidentiality, Criminal Record Check, Vulnerable Sector Search (where applicable), and any required OPOR-CIS e-learning, along with proof of successful completion. The Agency will collect and retain this information on behalf of the Learner and provide written confirmation to the IWK Health that all pre-placement requirements have been completed and collected.



Signatures:

IWK Health

Institution Name

Jennifer Williams MN BN RN CPCC
Manager, Learning Team
IWK Health

Signature/Title

Date:_____

Date:_____

Please sign two copies. The Institution is to retain one copy and return the second copy to the IWK Health Centre.

APPENDIX A

On behalf of _____, I _____
Agency name and role of representative

declare that I have collected the following completed documents:

- ☐ **Health Screen Form**
- ☐ **IWK Pledge of Confidentiality**
- ☐ **Criminal Record Check**
- ☐ **Child Abuse Registry Check**
- ☐ **Vulnerable Sector Search**
- ☐ **Confirmation of completed Privacy E-Module**
- ☐ **Confirmation of completed Respectful Workplace E-Module**
- ☐ **Confirmation of executed HSPnet consent form**
- ☐ **Successful completion of OPOR-CIS E-Learnings including**
 - **OPOR CIS: Students - Patient Journey**
 - **OPOR CIS: Students - Powerchart Overview**

On behalf of the following individuals:

Learner name(s)/email address:	Unit/area of placement	Placement Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that the required Background Checks (Criminal Record Check, Child Abuse Registry, and, where applicable, a Vulnerable Sector Search), the required Pre-Placement Health Screen, the required Pledge of Confidentiality, and the proof of successful completion of OPOR-CIS e-learnings—including:

- **OPOR CIS: Students – Patient Journey**
- **OPOR CIS: Students – Powerchart Overview**

must be submitted by Learners to my organization (the Agency) and **not** to IWK Health. I acknowledge that my organization is responsible for retaining these records for future reference.

I also acknowledge that our organization and IWK have a Learner Placement Agreement in effect and on file.

Signature of representative