

LEARNER PLACEMENT AGREEMENT

Between

IZAAK WALTON KILLAM HEALTH CENTRE, a Health Authority incorporated pursuant to the *Health Authorities Act*, SNS 2014 c 32, located in Halifax, Nova Scotia, as the placement host ("**IWK**")

and

[Agency's legal name, status as legal entity, location of "head office"] (the sending "Agency")

BACKGROUND

- A. The Agency offers educational programs to its learners, in which learners must obtain practical or clinical learning experience.
- B. IWK is one of two Health Authorities in Nova Scotia. IWK delivers primary, secondary, and tertiary healthcare and supports teaching and research.
- C. In support of teaching, IWK hosts experiential learning placements for a broad range of health professions, including medicine, nursing, and other allied health professions, in accordance with its mandate and policies.
- D. The parties wish to set out the terms upon which IWK will host learners from the Agency for learning placements at IWK.
- E. Therefore, in consideration of the mutual promises contained within this Agreement, the parties agree as follows:

DEFINITIONS

Agency

The organization that wishes to send Learners to IWK for Learning Placement opportunities.

Background Checks

In this Agreement "Background Check" has the same meaning as in IWK Policy 136, "Background Checks (Criminal Record, Vulnerable Sector, and Child Abuse)."

Clinical Instructor ("CI")

An individual employed or contracted by the Agency, who is actively licensed with the applicable regulatory professional body, who will supervise and instruct groups of Learners during the placement, to facilitate Learners meeting the Agency's educational requirements. The CI is responsible for direct oversight of the Learner's engagement with the Agency's educational program and learning outcomes and is the main contact between the Learner and IWK Clinical Leader of Development (CLD) regarding the Learner's performance and evaluation under the Agency's evaluation criteria for the Learner's program of study.

Clinical Leader of Development

An individual employed by IWK Health that is the main contact between the Learner and the Agency's Clinical Instructor. These IWK staff are clinical content educators and experts.

Confidential Information

Any information that is not publicly available, which is generated by or exchanged between the parties in connection with this Agreement, or which the Learner may access or be exposed to during the Placement, including proprietary data, organizational records, and "personal health information" or "personal information" as defined respectively by Nova Scotia's *Personal Health Information Act* and *Freedom of Information and Protection of Privacy Act*. This information must be protected in accordance with applicable legislation and IWK privacy and confidentiality policies, all of which are publicly available.

IWK

A Health Authority operating in Nova Scotia that provides primary, secondary, and tertiary care to women, children, youth and families, and operates as a teaching and research centre. IWK hosts and supervises

clinical/practical Learner Placements in accordance with its mandate, policies, procedures, and applicable legal and regulatory requirements.

Learner

An individual enrolled and actively participating in an educational program of an Agency or employed by an Agency who is completing a Learner Placement at IWK as part of the Agency's academic or training requirements.

Placement

A structured educational experience at IWK that provides a Learner with practical, hands-on experience relevant to academic training or training requirements of the Agency. Placements have clearly defined learning objectives, start and end dates, and are required components of the Learner's academic study or training required by the Agency.

Preceptor/Supervisor

An individual designated by IWK to provide direct supervision, guidance, and assessment of the Learner during the Placement. The role is to ensure alignment with learning objectives, safety protocols, and professional standards during the Placement.

AGREEMENT

1. The parties will cooperate and collaborate in the establishment and provision of Learner Placements at IWK.
2. Each party will designate a responsible person to act as their coordinator to assist with identification, development, coordination, and implementation of Learner Placements.
3. This Agreement does not create a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to bind the other to any agreements, or to incur any obligation or liabilities on behalf of the other.
4. Each party will act in a manner consistent with their respective missions, statutory powers and duties, and continuing obligations to others who are not a party to this Agreement.
5. Learner Placements must be approved by IWK, in its sole discretion, which will take into consideration factors including, but not limited to, placement location, placement timing, and IWK's capacity to host learners in specific placements in relation to available resources.
6. Placements and all processes regarding Placements, including selection of Learners, are governed by IWK's applicable policies and procedures, including IWK Policy 702.2, "Learner Placement," as amended from time to time.
7. For any Learner whose Background Checks are not 'clear' in accordance with IWK's applicable policies, including IWK Policy 136, "Background Checks (Criminal Record, Vulnerable Sector, Child Abuse)", IWK will determine, in its sole discretion, whether that Learner may participate in a Placement (see IWK Policy #702.2 Section 14).
8. Placements must not compromise IWK's operations, patient care, or service objectives. IWK and its staff are ultimately responsible for all aspects of patient care and its operations.
9. IWK reserves the exclusive right to decide, in its sole discretion, whether Learners may participate in, or continue with their Learner Placements, in accordance with this agreement.
10. IWK reserves the exclusive right, in its sole discretion, to temporarily or permanently require a Learner to leave IWK premises and/or to temporarily suspend or terminate the Learner's Placement at any time due to concerns regarding the Learner's performance or conduct or anyone's health and/or safety. Except in urgent circumstances, this discretion will not be exercised without prior discussion with the Agency, in accordance with sections 39 and/or 40 of this Agreement.

11. Notwithstanding the foregoing, IWK may immediately remove a Learner, without prior consultation, if the Learner's conduct, in IWK's sole discretion, involves:
 - a. an immediate threat to the quality of patient care, health care or service delivery, or to IWK operations.
 - b. an immediate threat of disruption to educational or health care programs.
 - c. misconduct or incompetence.
 - d. a violation of this Agreement or of IWK's applicable policies, rules, regulations, or directives; or,
 - e. any other behavior that, in IWK's sole discretion, constitutes cause for immediate removal.
12. Learners must act only within the scope of authority assigned to them by IWK and must always act under IWK's direction and supervision (see IWK Policy #702.2 Section 14.6).
13. The parties will use the Health Science Placement Network (HSPnet) to communicate and assist with the coordination of all Learner placements. Exceptions will be considered at IWK's sole discretion (see IWK Policy #702.2 Section 14.2).
14. Learners will be clearly identified to patients/clients ("patients"), and patients will be informed of the Learner's proposed role in their care before learners commence work with patients. Patients must consent to learners' involvement in their care and have the right to decline Learner involvement in their care at any time.
15. IWK is not responsible for any financial costs incurred by Learners during their attendance at IWK, including but not limited to, accommodations, meals, uniforms and uniform laundering, parking, theft or loss of personal property, or travel expenses (see IWK Policy #702.2 Section 10).

AGENCY RESPONSIBILITIES

16. **Placement requests:** The Agency is responsible for requesting and coordinating any desired Learner Placements with IWK through the designated process described below:
 - a. The Agency must submit requests for Learner Placements to IWK in writing (through HSPNet) no later than ninety (90) days prior to the proposed placement commencement date.
 - b. The Agency must submit any information in writing (through HSPnet) that is reasonably required by IWK to support the Learner Placement request, no later than ninety (90) days prior to placement commencement, including, but not limited to:
 - i. Agency course learning objectives,
 - ii. relevant information regarding Learner academic/clinical preparation,
 - iii. Relevant Learner clinical/fieldwork experience,
 - iv. copy of Learner/program evaluation.
17. The Agency will ensure that Learners are appropriately qualified to participate in the Placement, are a validly registered Learner or employee of the Agency, and are in good standing (see IWK Policy #702.2 Section 9.1.1 & 14.5).
18. Agency is responsible for ensuring Learners and Clinical Instructors meet IWK's health screening requirements as further explained in this Agreement and IWK's relevant policies and procedures, including those pertaining to privacy and confidentiality, respectful workplace, and infection prevention and control.
19. The Agency is responsible for orienting its employees, Learners, and Clinical Instructors to their obligations under this Agreement, including compliance with health and safety, respectful workplace, intellectual property, privacy and confidential and clinical and administrative responsibilities, policies, procedures and guidelines and the consequences for non-compliance.
20. The Agency shall ensure, prior to the commencement of any Learner Placement, that each Learner has completed all pre-Learner Placement requirements, outlined in Schedule "A", and/or as otherwise required by IWK. This includes completion of any pre-placement orientation

required by IWK and background checks. The Agency shall also ensure that Learners are informed of and understand their obligations during the Learner Placement, including:

- a. maintaining professional behavior, preserving patient privacy, and safeguarding all Confidential Information.
 - b. complying with all relevant IWK policies, procedures, regulations, and directions; and,
 - c. acting only within the scope of authority assigned by IWK and always under IWK's direction and supervision.
21. The Agency will provide IWK with written confirmation that each Learner has met the pre-placement requirements no later than thirty (30) days prior to Placements commencing. This information will include, at a minimum, the following for each Learner (See IWK Policy #702.2 Section 9):
- a. Full name and email address.
 - b. The name of the educational program in which the Learner is enrolled.
 - c. The specific IWK service, program, or activity to which the Learner will be assigned.
 - d. Applicable course/curriculum requirements, educational objectives, and evaluation criteria.
 - e. Confirmation of an executed HSPnet Learner consent form (re: collection of personal information of the Learner in HSPnet).
 - f. Disclosure of any special or unique requirements, such as accommodation requests, relevant to facilitate the Learner's successful participation in the Placement.
 - g. Confirmation the Learner has met all pre-placement requirements, including the Health Screening form, LMS Privacy training module, Pledge of Confidentiality, and Background Checks.
 - (i) **Background Checks:** Agency shall obtain all required Background Checks for its Learners. Background checks are acceptable to IWK only when the requirements of IWK's applicable policies, including policy 136 "Background Checks (Criminal Record, Vulnerable Sector, Child Abuse)" are satisfied. If a Learner's Background Check shows no convictions/record, the Agency shall confirm the clear Background Check to IWK without sharing the documents. If a Background Check contains results showing convictions/record, the Agency shall securely share the relevant Background Check results with IWK. IWK will review the results to determine placement eligibility, with IWK having final discretion over whether the placement will proceed.
 - h. Any required e-learning modules, including modules regarding OPOR-CIS, together with proof of successful completion.
 - i. Governing Law and Jurisdiction Form – to be completed only by Learners who are non-Canadian permanent residents or citizens.
22. The Agency will immediately inform IWK if it becomes aware of any situation or concern (regarding a Learner, CI or otherwise) that has compromised or may compromise any person's safety (including IWK's patients, Learners, medical staff, employees, or volunteers) or the privacy of Confidential Information, or where quality of care at IWK may be negatively impacted. The Agency shall provide only the minimum amount of information necessary to enable IWK to make a meaningful assessment to fulfill its obligations regarding the concern (see IWK Policy #702.2 Section 9 & 10).
23. The Agency may appoint a Clinical Instructor to supervise and instruct groups of Learners during

the Placement. The Agency shall, at least ninety (90) days prior to the start of the Clinical Instructor's duties, provide IWK with:

- a. The Clinical Instructor's name, email address, and associated educational program.
 - b. Confirmation the CI has been oriented to clinical area by the CLD.
 - c. The applicable course/curriculum requirements, educational objectives, and evaluation criteria relevant to the CI's role during the Placements.
 - d. Confirmation of an executed HSPnet consent form (re: collection of personal information of the CI in HSPnet).
 - e. Confirmation the CI has met all pre-placement requirements, including the Health Screening form, LMS Privacy training module, Pledge of Confidentiality, and Background Checks.
 - (i) **Background Checks**: Agency shall obtain all required Background Checks for its CIs. Background checks are acceptable to IWK only when the requirements of IWK's applicable policies, including policy 136 "Background Checks (Criminal Record, Vulnerable Sector, Child Abuse)" are satisfied. If a CI's Background Check shows no convictions/record, the Agency shall confirm the clear Background Check to IWK without sharing the documents. If a Background Check contains results showing convictions/record, the Agency shall securely share the relevant Background Check results with IWK. IWK will review the results to determine placement eligibility, with IWK having final discretion over whether the placement will proceed.
 - f. Any required e-learning modules, including modules regarding OPOR-CIS, together with proof of successful completion.
24. The Agency acknowledges IWK may, from time to time, provide services at third-party premises (e.g., schools), and participation of Learners (and Clinical Instructors, if applicable) in those environments is subject to the rules and policies of those third-party organizations (see IWK Policy #702.2 Section 6).

IWK RESPONSIBILITIES

25. Day-to-day management of this Agreement is within the authority of IWK (see IWK Policy #702.2, "Learner Placement," section 9.1).
26. IWK will identify appropriate opportunities for Learner Placements that align with the approved learning objectives submitted by the Agency and will accommodate requested Placements in accordance with IWK's operational requirements, available resources, and applicable policies (see IWK Policy #702.2 - Roles and Responsibilities).
27. Upon receiving a written request for a Learner Placement(s) from the Agency (through HSPnet), IWK will confirm in writing (HSPnet):
- i. whether it will host the Placement(s)
 - ii. the number of Learners IWK is able to accommodate and
 - iii. the applicable Learner Placement schedules.
28. IWK will advise the Agency of any pre-Placement requirements in addition to, or different than those outlined in this Agreement. IWK will communicate this information to the Agency in writing via HSPnet.
29. Subject to available IWK resources and as reasonably required to support the Placement, IWK will provide Learners, at no cost, reasonable access to space for storage of personal belongings while on-site, access to duty rooms, computer workstations, lockers, video conferencing services, and library resources.

30. IWK will ensure Preceptors/Supervisors are appropriately qualified to provide supervision to Learners during Placements. Preceptors/Supervisors will be responsible for contributing to the Learner's evaluation if requested by the Agency. The Agency is ultimately responsible for reviewing Learner evaluations and assessing whether the Learner meets the Agency's learning requirements during Placement (see IWK Policy #702.2 Roles and Responsibilities).
31. Subject to available resources, applicable legal requirements and IWK policies and procedures, and the terms of this Agreement, IWK shall provide Learners with access to IWK facilities and services, to patients in those facilities, and to clinical and patient records as required to meet the curriculum requirements, educational objectives, and evaluation requirements of the Placement, (see IWK Policy #702.2 Section Roles and Responsibilities). Learners and Clinical Instructors will not be granted access to Confidential Information, including Personal Health Information, until they have signed a confidentiality agreement or pledge of confidentiality approved by IWK.
32. When a Learner Placement is accepted by IWK, IWK will assign responsibilities to each Learner that are commensurate with the Learner's demonstrated level of skill, in accordance with the educational objectives established by the Agency, and/or consistent with the limits and privileges of the Learner's professional license, if applicable.
33. IWK will provide the Agency with access to applicable IWK policies to which both the Agency and Learners are subject during Placements (see IWK Policy #702.2 Section 9).
34. Where, in IWK's discretion, there is concern regarding the safety of the Agency's Learners, the scholarly integrity of the Agency's Learners or faculty, or Agency's integrity, IWK will promptly notify the Agency and provide the Agency with relevant information, subject to any legal restrictions on IWK's ability to do so. Any information shared will be limited to what is necessary for the Agency to fulfill its obligations and ensure the safety and integrity of its members (see IWK Policy #702.2 Section 5.1& 12).
35. Where a concern arises regarding a Learner's or CI's Placement and/or involvement in IWK's operations, patient care, or service delivery, including concerns with Learner's or CI's behaviour, conduct or actions, IWK shall promptly notify the Agency and provide the Agency with relevant information, subject to any legal restrictions on IWK's ability to do so, to enable the Agency to address the situation with the Learner in accordance with Agency's own policies and processes. IWK shall provide only the minimum amount of information necessary to enable the Agency to meaningfully assess and address the concern and fulfill its obligations in relation to the matter (see IWK Policy #702.2 Section 14.6).

LIABILITY

36. IWK acknowledges it is responsible for its negligent actions and omissions, and those of IWK employees acting under IWK's direction and control and within the scope of their employment.
37. IWK shall not be liable for any damages or injury (including death) to any person or to any property of the Agency because of, or arising out of, this Agreement or Learner Placements, unless such damages are direct damages and are caused solely and directly by the negligence or wilful misconduct of IWK. In no event shall IWK be liable for any indirect or consequential damages that are sustained by the Agency, howsoever caused, because of, or arising out of, this Agreement or Learner Placements.
38. The Agency releases and shall indemnify, hold harmless and defend IWK, its employees, servants, and agents from and against all damages, costs, loss, expenses (including legal fees and expenses arising from privacy or cybersecurity breaches), claims, actions, suits, or proceedings of any kind or nature which they, or any of them, may at any time incur or sustain as a result of or arising out of any act, omission, or negligence of the Agency, its Learners (if acting outside the instruction, direction and supervision of IWK), or any of its employees, servants, agents, or subcontractors (including Clinical Instructors employed, contracted or overseen by the Agency). The Agency shall not be liable for any indirect or consequential damages sustained by IWK. For further clarity, third-party claims are not considered indirect or consequential damages.

INSURANCE

39. IWK is not responsible for the risk of accidental injury to Learners or Clinical Instructors and does not carry insurance intended to provide appropriate coverage for Learners or Clinical Instructors in the event of accidental injury or death during a Learning Placement.
40. IWK will maintain liability insurance (including professional liability insurance) in an amount sufficient to protect it from any claim for damages, for bodily injury, personal injury, including death, and from claims for property damage caused by the negligence of IWK, its servants, agents or employees related to or arising out of programs or other matters to which this Agreement pertains.
41. The Agency warrants it has insurance coverage to protect its employees, Learners and Clinical Instructors in the event of accidental injury or death occurring during Learning Placements at IWK.
42. The Agency must, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain during the term of this Agreement the following insurances with insurers licensed in Nova Scotia and in forms and amounts acceptable to IWK, to protect it and IWK against any claim for damages, for personal injury, bodily injury, including death, and from claims for property damage, caused by the negligence or wrongdoing of the Agency, its Learners (if acting outside the instruction, direction and supervision of IWK), servants, agents employees, or subcontractors (including Clinical Instructors employed, contracted or overseen by the Agency), related to or arising out of all matters to which this Agreement pertains, including:
 - a. Professional Liability, where applicable, in an amount not less than **\$10,000,000.00** per claim, insuring liability for errors and omissions in the performance of professional services.
 - b. Comprehensive General Liability including products and completed operations and contractual liability in an amount not less than **\$10,000,000.00** per occurrence against bodily injury, personal injury, death, and property damage including loss of use thereof. Such insurance shall include but not be limited to non-owned automobile liability. Coverages under this provision must add IWK as an additional insured with respect to liability arising in connection with this Agreement.
 - c. Cyber liability and data breach insurance in an amount not less than **\$1,000,000** on a claims-made basis.
 - d. These insurance policies must include Learners (if acting outside the instruction, direction and supervision of IWK), employees of the Agency, and Clinical Instructors employed, contracted or overseen by the Agency as named or additional insureds.
 - e. These insurance policies must contain a cross-liability clause, a severability of interests' clause and be primary and not call into contribution any other insurance available to IWK.
 - f. These insurance policies must provide coverage will not be changed in any material way, cancelled or terminated until 30 days after written notice of change, cancellation or termination has been given to IWK.
43. The Agency must provide certificates of insurance to IWK demonstrating the above forms of insurance are in place to the required limits prior to commencement of Placements. If the Agency's coverages are due to renew within the term of this Agreement or any Placement facilitated by this Agreement, the Agency must provide updated certificates of insurance confirming the above coverages remain in place to the required limits during the term of this Agreement and through the duration of any Placements facilitated by this Agreement.
44. IWK and the Agency 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 protection, that party is entitled to suspend or prohibit impacted activities.

PRIVACY & CONFIDENTIALITY

- 45. The parties agree to keep confidential and not disclose, except as may be required by law, all Confidential Information and all information respecting Learner performance and review and all other information generated by or exchanged between the parties in connection with this Agreement. This paragraph will survive termination of this Agreement.
- 46. The Agency shall implement and maintain security standards and procedures for the safeguarding of Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Agency agrees to protect Confidential Information with at least the same degree of care that it uses to protect its own confidential information of like importance. The Agency agrees to promptly notify IWK, in writing, within twenty-four hours upon becoming aware of a breach of either the Agency’s security standards and procedures or IWK’s security policies, or any unauthorized disclosure of Confidential Information that the Agency is required to keep confidential under this Agreement or applicable law. The Agency shall take immediate steps to mitigate any breach or unauthorized disclosure described in this paragraph.
- 47. The Agency understands the IWK is a public body subject to Nova Scotia’s *Freedom of Information and Protection of Privacy Act* (SNS 1993, c 5).

TERM & TERMINATION

- 48. This agreement commences on _____ and expires on _____ (the “Term”).
- 49. IWK may, in its sole discretion, and without penalty, immediately terminate this Agreement, suspend facilitating new Learner Placements, or discontinue existing Learner Placements, upon the occurrence of any of the following events. If a suspension is implemented, the suspension will continue until IWK determines, in its sole discretion, it is appropriate to lift the suspension.
 - a. The Agency breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Agency to the reasonable satisfaction of IWK within five (5) days after IWK delivers written notice to the Agency to remedy the breach or failure;
 - b. Any statement, representation or warranty made by the Agency in this Agreement is untrue or incorrect at the time it was made or becomes untrue or incorrect at any time during the Term or any renewal term of this Agreement; or,
 - c. Facilitating Placements will interfere with IWK’s responsibilities with respect to patient care or IWK operations, which the IWK may determine at its sole discretion.
- 50. Either party may, in its sole discretion, and without cause , terminate this Agreement without cause at any time upon giving thirty (30) days’ prior written notice of termination to the Agency. Neither party shall have any claim or entitlement to any compensation or damages arising from such termination. Unless otherwise agreed to in writing by the parties, termination of this Agreement pursuant to this Section shall terminate all Learner Placements that are in progress or scheduled to commence on or after the effective date of termination. Notwithstanding the foregoing, the parties may mutually agree in writing to permit any Learner Placement that commenced prior to the effective date of termination to continue to its scheduled completion, subject to IWK's operational requirements and patient care considerations.
- 51. Neither the expiration nor the earlier termination of this Agreement will relieve, or be deemed to relieve, the Parties from any duties, obligations or liabilities hereunder that accrued prior to the expiration or earlier termination of this Agreement, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties and duties and obligations concerning confidentiality, liability and indemnity.

NOTICES

52. Any notice to be given under this Agreement by IWK or the Agency must be in writing and delivered by hand, by email transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:
- i. **IWK:**

*Jennifer Williams, Manager, Learning Team
IWK Health, 5850/5980 University Avenue
PO Box 9700
Halifax, Nova Scotia B3K 6R8*
 - ii. **Agency:**
 - iii. **[insert designated contact information for Agency]**

53. A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient’s close of business (and otherwise on the next business day of the recipient); or upon receipt if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this provision and confirms the effective date of the change in such notice.

GENERAL

54. This Agreement will be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein. Agency and IWK hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Nova Scotia and all courts competent to hear appeals therefrom.
55. This agreement constitutes the entire agreement of the parties in relation to Learner Placements and no amendments, additions or changes to this agreement will be binding upon the parties unless they are in writing and signed by both parties.
56. If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be deemed to be severed from this Agreement, and the remaining terms and conditions will nevertheless remain in full force and effect.
57. No failure to exercise and no delay in exercising any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.
58. This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument, which will be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart showing a reproduction of a party’s signature may be delivered to the other party in accordance with the terms of this Agreement and will be deemed to be complete delivery of a signed original copy of this Agreement by that party.
59. The signatories warrant that they have the authority to execute this agreement on behalf of the entity for which they sign.

AGREED TO THIS ____ DAY OF _____, 20___.

This agreement commences on _____ and expires on _____ (the “Term”).

IZAAK WALTON KILLAM HEALTH CENTRE (IWK)	AGENCY
Signature	Signature: <i>I certify I am authorized to bind the Agency to this Agreement</i>
Position at IWK	Position
Date	Date
Signature	
Position at IWK	
Date	

Please sign both copies. The Agency is to retain one copy and return the second copy to IWK Health.



APPENDIX A

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

I declare that I have collected the following completed documents and reviewed to ensure they satisfy the pre-placement requirements as explained the Agreement:

Pre-Placement Documents

- ❖ Confirmation of executed HSPnet consent form
- ❖ Health Screening Form
- ❖ IWK Pledge of Confidentiality
- ❖ Background Checks*:
 - Criminal Record Check (no convictions/record)
 - Child Abuse Registry Check (no convictions/record)
 - Vulnerable Sector Search, if applicable (no convictions/record)

**for non-clear Background Checks, please refer to protocol in Agreement.*

Pre-Placement Modules

- ❖ Privacy Module
- ❖ Respectful Workplace Module
- ❖ OPOR-CIS courses (Powerchart Overview & Patient Journey)

On behalf of the following individuals:
Learner name(s)/email address: Unit/area of placement Placement Dates

_____	_____	_____
_____	_____	_____
_____	_____	_____

I acknowledge and understand that the required Background Checks—including Criminal Record Check, Child Abuse Registry Check, and, where applicable, Vulnerable Sector Search—as well as the required Pre-Placement Health Screening and Pledge of Confidentiality, must be submitted by Learners to the Agency and **not** directly to IWK Health. I further acknowledge that the Agency is responsible for reviewing and retaining these records for future reference.

For each Learner identified above, I confirm that I have also provided the following to IWK:

- All applicable curriculum requirements, educational objectives, and evaluation criteria; and,
- Any special or unique requirements relevant to the Learner’s participation in the Placement.

I further acknowledge that a Learner Placement Agreement between our organization and IWK Health is currently in effect and on file.

Signature of Agency representative