



THIS AGREEMENT made effective this ____ day of _____, 20__ (the “Effective Date”).

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY
(Hereinafter referred to as "NSHA")

AND

XXXXXXXXXX
(Hereinafter referred to as the “Agency”)

It is agreed by the parties that NSHA will participate in the education programs of the Agency by providing practical and/or clinical experiences within NSHA facilities (“Placement(s)”, as hereinafter further defined below). The Agency and NSHA agree to affiliation on the terms and conditions set forth in this Agreement for the academic programs outlined in Appendix A, and such additional academic programs as approved in advance by NSHA in writing.

1. Definitions:

Clinical Instructor: the individual employed by the Agency to supervise and instruct Learners during the Placement.

Learner: an individual enrolled and actively participating as a student in an educational program, or as an employee of the Agency.

Physician: a physician who is a member of the medical staff of NSHA by virtue of an appointment made pursuant to the Medical Staff Bylaws made under the *Health Authorities Act*, SNS 2014, c 14, as amended.

Placement: providing the Learner with practical experience relevant to their field of study at NSHA as part of the documented requirements of a course within the educational program of the Agency. A Placement has learning objectives and a start and end date.

Preceptor: the individual identified by NSHA that supervises the Agency’s Learner. A Preceptor may be an NSHA employee or a Physician.

2. NSHA and the Agency Agree:

- 2.1 The parties will cooperate and collaborate in the establishment and provision of Learner education at NSHA. The day-to-day management of this Agreement is within the authority of NSHA. Subject to section 4.2, the Agency will maintain responsibility for evaluation of Learners within Placements.
- 2.2 Each party will act in a manner which is consistent with their respective missions, their statutory powers and duties, and their continuing obligations to others who are not a party to this Agreement.
- 2.3 The parties agree that this Agreement does not create a partnership, joint venture or agency relationship between them. 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.
- 2.4 The parties each agree to designate a responsible person to be their coordinator who can assist with the identification, development, coordination and implementation of educational Placements, and the parties agree to notify one another of their respective designates for this purpose. There may be more than one coordinator designated where there is more than one area of practice experience required.
- 2.5 At NSHA's sole discretion, NSHA will approve all Placements, including but not limited to the location and timing of such, and determine the maximum number of Learners placed within NSHA facilities. For Learners whose results of a vulnerable sector search or criminal record check is not 'clear', per section 3.6(f), NSHA has sole discretion to determine whether those Learners may participate in Placement.
- 2.6 The parties will use the Health Science Placement Network (HSPNet) to communicate and assist with the coordination of all Learner placements. Exceptions to this will only be considered in circumstances where the Agency can provide reasons sufficient to NSHA where the use of HSPNet is not possible.
- 2.7 Placements cannot compromise the patient care or the service objectives of NSHA. NSHA staff are the final authority for all aspects of patient care and service, and for the integration of the Agency's educational Placements into NSHA.
- 2.8 Learners involved with patient care will be assigned only the degree of responsibility commensurate with their level of ability and optimum learning without diminishing the quality of patient care.
- 2.9 The parties agree that NSHA has the right to require a Learner or Clinical Instructor to leave NSHA because of their performance or conduct, in the sole discretion of NSHA. This right will not be exercised without prior discussion with the Agency except in circumstances involving:
 - a) An immediate threat to the quality of patient care, health care delivery or service within the NSHA;
 - b) An immediate threat of a disruption to educational or health care programs;
 - c) Any misconduct or incompetence;

- d) A violation of NSHA’s policies, rules and regulations and directives; or
- e) Any other unacceptable behavior that, in the discretion of NSHA, provides cause for the immediate removal of the Learner or Clinical Instructor.

The Agency will discontinue the placement of any Learner whose performance is unacceptable to NSHA. The Agency will discontinue the placement of any Learner whose performance is unacceptable to NSHA. NSHA will, in the case of the situations that did not involve prior discussion with the Agency, notify the Agency of any discontinuance of placement or requirement to leave NSHA as soon as practicable including, to the extent permitted by privacy requirements, the basis for the discontinuance of exclusion.

- 2.10 NSHA does not accept responsibility for any financial costs incurred by Learners during their attendance at NSHA, including but not limited to travel, meals, uniforms and uniform laundering.
- 2.11 Interaction with patients shall include identification of Learners to the patient, informing them of the role of the Learners in their care, and giving them the option of not interacting with the Learners.
- 2.12 Where an NSHA employee will act as a Preceptor, the employee is bound by the terms of this Agreement as an employee of NSHA. The parties acknowledge that Physicians are not servants, agents or employees of NSHA. Where a Physician will act as a Preceptor pursuant to this Agreement, the Physician must execute a Physician Preceptor Agreement in the form attached at Schedule “A” prior to the beginning of the Placement. By signing a Physician Preceptor Agreement, a Physician will become a party to this Agreement for the purposes of the applicable Placement(s).

3. Agency Responsibilities

- 3.1 The Agency is responsible for requesting and coordinating any desired Placements with NSHA through the designated NSHA contact. Requests for Placement will be submitted in writing no later than ninety (90) days prior to the proposed commencement date of the Placement. The Agency will identify a contact representative for coordination of any requested Placements. The Agency shall submit any information reasonably required by NSHA in support of requests for Placement.
- 3.2 Prior to commencement of any Placement, the Agency will submit, in writing, learning objectives, relevant information regarding Learner academic preparation, Learner clinical/fieldwork experience, program implementation, and Learner/program evaluation. The Agency will ensure that Learners participating in a Placement are appropriately qualified to participate in the assigned Placement and are a validly registered Learner of the Agency and in good standing.
- 3.3 The Agency shall take reasonable steps to ensure that Learners are aware of and understand:
 - a) The limits of the NSHA’s or Agency’s liability to Learners;
 - b) Their responsibilities to NSHA as a Learner, including but not limited to, their obligation to maintain appropriate and professional behavior during the term of their

Placement, to preserve patients' privacy, and the confidentiality of patients' personal health information and all other NSHA related confidential information and matters;

- c) Their obligation to comply with the policies, procedures, regulations and directions of NSHA; and
- d) Their obligation to exercise reasonable skill in the performance of assignments during Placements, given their level of training and demonstrated experience.

3.4 The Agency will ensure that prior to commencement of any Placement, the Agency has provided confirmation in writing to NSHA that Learners have completed such pre-placement requirements as NSHA may reasonably require. Specifically, but not to restrict the foregoing, the Agency shall provide the following information to NSHA in advance of assignment of Learners within NSHA:

- a) name of each Learner;
- b) the program in which each Learner is registered;
- c) the NSHA service, program or activity to which each Learner will be assigned;
- d) applicable curriculum requirements, educational objectives and evaluation requirements;
- e) confirmation of required immunizations;
- f) confirmation of acceptable criminal record check and vulnerable sector search results;
- g) confirmation of an executed copy of the Learner Placement Agreement in the form attached at Schedule "B";
- h) confirmation of an executed HSPnet consent form; and
- i) any special or unique requirements of the Learner that are relevant to their participation in the Placement within NSHA.

The Agency will take reasonable measures to ensure the Learner has completed any pre-placement orientation provided by NSHA, if applicable.

3.5 The Agency will share with NSHA information which comes to the attention of the Agency where there is, in the Agency's discretion, reasonably exercised, a reasonable and probable concern that quality of care of a patient at NSHA or the safety of NSHA's patients, Learners, medical staff, employees or volunteers, may be negatively impacted. The information shared by the Agency with NSHA shall be the minimum amount of information which allows NSHA to satisfy itself as to its obligations.

3.6 In instances where the Clinical Instructor employed by the Agency for Learner supervision is not an NSHA employee, the Agency will provide the following information to NSHA in advance of the Clinical Instructor commencing Learner supervision on site:

- a) name of each Clinical Instructor;
- b) the program in which the Clinical Instructor will be preceptoring Learners;
- c) confirmation that the Clinical Instructor has received orientation to the clinical area to the satisfaction of both parties;
- d) the NSHA service, program or activity to which each Clinical Instructor will be assigned;
- e) confirmation of required immunizations;
- f) confirmation of acceptable criminal record check and vulnerable sector search results; and

- g) an executed Pledge of Confidentiality (attached as “Schedule “C”) by the Clinical Instructor.

Clinical Instructors will comply with relevant NSHA requirements, rules and regulations, including, but not limited to, policies in relation to privacy and confidentiality of personal health information and dress code. The parties agree that NSHA has the right to refuse a Clinical Instructor to commence or continue Learner supervision in NSHA facilities, in the sole discretion of NSHA.

- 3.7 The Agency shall not permit the dissemination, publication, or copyright of any clinical research, patient information, or patient data that is obtained as a result of this Agreement without the prior express written permission of NSHA. De-identified patient information may be used in accordance with the appropriate professional and legal standards (including but not limited to the *Personal Health Information Act* (Nova Scotia)) to further the Learner’s academic education including uses in case studies, Learner discussions, papers, and other similar academic activities of the program.

4. NSHA Responsibilities

- 4.1 NSHA will advise the Agency of its pre-Placement requirements for Learners to participate in Placements.
- 4.2 Except where the Agency employs a Clinical Instructor, NSHA will ensure supervision of Learners by a qualified Preceptor while the Learners are in a Placement at NSHA. In such instances, the Preceptor will contribute to the overall Learner evaluation if requested by the Agency.
- 4.3 Subject to available resources, the terms of this Agreement and any other agreements between the parties, NSHA shall provide Learners access to NSHA 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, as permitted by law.
- 4.4 NSHA will endeavor to provide Learners, without charge and where necessary, space for the accommodation of personal belongings while on-site for a Placement. Subject to available resources, NSHA will provide access to the following as reasonably required for the Placement: duty rooms, computer access, lockers, video conferencing services, and library services.
- 4.5 NSHA will provide an orientation to Learners, which will include informing the Learners of the NSHA policies and procedures with which the Learners are expected to comply, and providing access to the appropriate materials.
- 4.6 NSHA shall share with the Agency information which comes to the attention of NSHA where there is, in NSHA’s discretion, reasonably exercised, a reasonable and probable concern that the safety of the Agency’s students, faculty members, staff and volunteers may be negatively impacted, or that the scholarly integrity of the Agency’s students or faculty members has been called into question. The information shared by NSHA with the Agency shall be the minimum amount of information which allows the Agency to satisfy itself as to its obligations.

5. Insurance, Indemnity, and Liability

5.1 Each party to this Agreement shall maintain the following insurance coverage:

- a) Comprehensive General Liability insurance coverage in the amount of at least **\$5 million**, per occurrence, insuring against personal injury, including death, and property damage caused by their own negligence or wrongdoing, including the negligence or wrongdoing of any servant, agent, employee or Learner related to or arising out of programs to which this Agreement pertains; and
- b) Professional Liability (**where applicable**) insurance coverage in the amount of at least \$5 million, per occurrence, insuring liability for errors and omissions in the performance of professional services, including any errors or omissions of any servant, agent, employee, or Learner related to or arising out of programs to which this Agreement pertains.

The Agency agrees to add NSHA as an additional insured to its comprehensive general liability insurance policy. Each party shall provide to the other party with evidence of such insurance coverage in the form of a Certificate of Insurance upon request.

For clarity, NSHA does not maintain workplace injury insurance for Learners. The Learner and/or the Agency is solely responsible for insurance coverage for any workplace injury sustained by the Learner during Placement.

- 5.2 The Agency agrees to indemnify and save harmless NSHA, its employees, servants, and agents (including Preceptors), from all damages, loss, costs, expenses (including legal fees), judgments, actions, or other proceedings of any kind or nature, on account of injury or damage to persons or property, including death, and privacy breaches or any other data disclosure or loss, which they may at any time incur or sustain as a result of or in any way caused by the negligence or willful act of the Agency, its servants, agents, students or employees (including Learners and Clinical Instructors), related to or arising from the Placements or other matters to which this Agreement pertains.
- 5.3 NSHA shall not be liable for any injury, loss or damage (including death) (collectively, “Damages”) to any person or property in any manner based upon, occasioned by, or in any way attributable to the actions or inactions of the Agency, its servants, agents, students or employees (including Learners and Clinical Instructors, as applicable), under this Agreement, except and to the extent that such Damages are direct damages and are caused by the negligence of NSHA, its employees, servants or agents for whom NSHA is responsible in law. In no event shall NSHA be liable for any indirect or consequential damages that are sustained by the Agency, howsoever caused, as a result of or arising out of this Agreement.
- 5.4 The Agency shall not be liable for any injury, loss or damage (including death) (collectively, “Damages”) to any person or property in any manner based upon, occasioned by, or in any way attributable to the actions or inactions of NSHA, its employees, servants, and agents under this Agreement except and to the extent that such Damages are direct damages and are caused by the negligence of the Agency, its student(s), employees, servants or agents (including Learners and Clinical Instructors, as applicable) for whom the Agency is responsible in law.

In no event shall the Agency be liable for any indirect or consequential damages that are sustained by NSHA, howsoever caused, as a result of or arising out of this Agreement.

6. Fees

6.1 For out of province and private educational institution Placement requests, the parties agree that an administrative fee of \$75 per year will apply to each student placed at NSHA. This fee is subject to increase at the sole discretion of NSHA during the Term of this Agreement; however such increases shall not exceed 10% of the current fee during the entire Initial Term of this Agreement.

6.2 Cheques are payable to *Nova Scotia Health Authority* and are due upon receipt of invoice.

7. Term and Termination

7.1 This Agreement will be in effect from the date noted at the top of page 1 (the Effective Date) until **July 31, 2026** (the “Initial Term”).

7.2 The parties shall have the option to renew this Agreement for one five-year renewal period (the “Renewal Term”) upon the parties confirming their mutual intention to renew the Agreement, in writing, prior to the expiration of the Initial Term. Any such renewal shall be on the same terms and conditions as set out in this Agreement or on terms and conditions as mutually agreed to by the parties, provided that such amended terms and conditions shall be confirmed in a written amendment to this Agreement and signed by the parties prior to the expiration of the Initial Term.

7.3 Nothing in this section shall constitute or be deemed to constitute any assurance or representation by NSHA to the Agency that this Agreement will be renewed.

7.4 This Agreement can be terminated at any time by either party upon providing notice in writing of at least ninety (90) days. Upon termination, the parties agree to work collaboratively to facilitate the conclusion or alternative arrangements for any ongoing or scheduled Placements.

8. Confidentiality

8.1 The Agency and NSHA undertake, subject to applicable legal requirements, to keep confidential all reports, statements, memoranda, recommendations, documents or information respecting patient care, Learner performance, peer review, research, and all other matters of a personal, business, or confidential nature.

8.2 The Parties acknowledge that Learners and Clinical Instructors (if applicable) may have access to Personal Health Information, as that term is defined in the *Personal Health Information Act* (Nova Scotia) (“PHIA”), for the purposes of this Agreement. The Parties acknowledge that Personal Health Information must be collected, used, and disclosed in accordance with applicable laws, including but not limited to PHIA.

8.3 The Agency agrees that they and their students, employees, servants, or agents (including Learners and Clinical Instructors, as applicable) will exercise all reasonable precautions (and in

no event less than those generally used in the health care industry) to protect Personal Health Information from unauthorized access, disclosure, copying, use or modification and, in any event, treat all Personal Health Information in accordance with the relevant legislation, including but not limited to PHIA and the *Freedom of Information Protection of Privacy Act* (Nova Scotia).

8.4 The Agency acknowledges and agrees that NSHA may disclose this Agreement, or portions thereof, as required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Nova Scotia).

9. Notice

Any notice or other communication between the parties must be in writing and must be given, and deemed to have been given, either personally delivered, emailed, or mailed, addressed as follows:

Student/Learner Placement Service
 c/o QEII Health Sciences Centre
 Room 280, Bethune Building
 1276 South Park Street
 Halifax, Nova Scotia B3H 2Y9

Signing Authority Title Only
School Name
Full Mailing Address

(Tel) (902) 473-6378
 Email: SLPWesternWZ@nshealth.ca

(Tel)
Email:

10. Severability

Any provision in this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, and shall be severed from the balance of this Agreement without affecting the remaining provisions of this Agreement.

11. Dispute Resolution

In the event that any disagreement, controversy, dispute or claim (collectively a “Dispute”), arising out of or in connection with this Agreement, cannot otherwise be resolved by the individuals involved in the Dispute, either party may give notice in writing to the other party requiring that the Dispute be referred to the appropriate Director within the Agency and NSHA, and upon receipt of such notice, the Dispute shall be referred to the appropriate Director within the Agency and NSHA for final resolution.

12. Waivers

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.

13. Amendments to Agreement

Any provision of this Agreement may be amended by written consent of the parties hereto.

14. Force Majeure

If circumstances reasonably beyond the control of the parties arise such that the continued provision of Placements and participation under this Agreement is impracticable or could interfere with NSHA’s primary duty of care to patients/clients, the Agency or NSHA may suspend performing its obligations under this Agreement until such time as the parties agree it is reasonable to resume.

15. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein. The Agency and NSHA 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.

16. Survival

Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, either party from any duties, obligations or liabilities which by their nature are intended to survive the expiration or earlier termination of this Agreement.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together constitute one and the same Agreement. Agreements transmitted electronically, and electronic signatures on documents shall be considered to be as effective and binding as original documents and original signatures.

**NOVA SCOTIA
HEALTH AUTHORITY**

XXXXXXXXXXXXXXXXXXXX

(NSHA)

(Agency)

**Cindy MacQuarrie
Senior Director, Interprofessional
Practice and Learning**

**Name of Signing Authority
Title**

**Dr. Gail Tomblin Murphy PhD
VP Research, Innovation, and Discovery, CNE**

Date

Date

Sample



APPENDIX A

The Agency and NSHA agree to affiliation on the terms and conditions set forth in this Agreement for the academic programs listed below, and such successor programs and additional programs as approved in advance by NSHA in writing. **NOTE:** Requests from programs within any Faculty/School listed within this Appendix require review and prior approval from NSHA Manager of Student Learner Placement Services prior to processing the request. (Refer to section 2.5)

List of Programs

Sample



**SCHEDULE 'A'
PHYSICIAN PRECEPTOR AGREEMENT**

This Physician Preceptor Agreement is made on this day of _____, 202__, pursuant to an Affiliation Agreement between _____ [AGENCY] and Nova Scotia Health Authority ("NSHA") dated _____ [DATE OF AFFILIATION AGREEMENT] (the "Affiliation Agreement").

1. Any capitalized terms used in this Physician Preceptor Agreement, but not defined, have the meaning described in the Affiliation Agreement.
2. By executing this Physician Preceptor Agreement, the undersigned Preceptor agrees to be bound by the terms of the Affiliation Agreement (and acknowledges receipt of a copy thereof) as if they were an employee of NSHA, as well as the other terms and conditions described below, with respect to the Placement described herein.
3. The Preceptor agrees to act as a Preceptor for the Learner, _____ [INSERT LEARNER NAME] for the duration of the Learner's Placement.
4. The Preceptor will ensure that the Learner is under their appropriate supervision, or that of another preceptor designated by them on the following bases:

The Preceptor will have authority in the day-to-day management of the Placement pursuant to this Agreement. In the event that there is more than one Preceptor working with the Learner during the course of the Placement, the Preceptor named below shall be designated as the responsible Preceptor for such purposes.

5. The Preceptor will meet the following criteria: (i) Hold a minimum of a license or registration to practice as a medical doctor, (ii) Have the necessary knowledge and understanding of the scope of practice and skills of the Learner to provide appropriate supervision, and (iii) Will not cause, require or permit the Learner to act outside of the Learner's scope of practice.
6. The Preceptor agrees to indemnify and save harmless the Agency and NSHA, its employees, servants, and agents, from all loss, cost, expense, judgment or damage on account of injury or damage to persons or property, including death, in any way caused by the negligence or willful act of the Preceptor, its servants, agents or employees related to or arising from the Placement or other matters to which this Agreement pertains, together with all legal costs and expenses incurred by the Agency or NSHA in defending any legal action pertaining to the foregoing.
7. The Preceptor confirms they have adequate professional liability insurance in the amount of \$5,000,000 per occurrence for the purposes of this Agreement, or equivalent CMPA coverage, and shall provide evidence of coverage to the other party on request. The Preceptor warrants and confirms that they have confirmed with CMPA, or their other insurance provider, that the Preceptor's liability and insurance coverage extends to the Preceptor's obligations under this Agreement.
8. The Preceptor acknowledges that they have had the opportunity to seek independent legal advice prior to executing this Physician Preceptor Agreement.
9. This Agreement shall be in effect commencing on the date first written above, and continue for the duration of the Placement.

IN WITNESS WHEREOF the undersigned Preceptor has executed this Physician Preceptor Agreement as of the date written.

Date

Preceptor Name (the "Preceptor")



**SCHEDULE ‘B’
NOVA SCOTIA HEALTH AUTHORITY
 (“NSHA”)**

and

(Please print legibly - first name, middle initial, last name)
(the “Learner”)

LEARNER PLACEMENT AGREEMENT

Prior to starting your placement with NSHA you are required to sign this placement agreement. This document describes **your responsibilities during your placement** and **other important information you should know and is in effect for the duration of your present academic program/employment with your current employer**. By signing, you agree to the following points:

(Applicable policies available upon request)

1. Placement programs cannot compromise the patient care and service objectives of NSHA. NSHA staff are the final authority for all aspects of patient care and service, and for the integration of placement programs into patient care at NSHA. I am subject to and will follow the policies, procedures and regulations of NSHA while participating in placement programs within NSHA. This includes wearing an identification badge (as determined by Student and Learner Placement Service).
2. I understand that my placement with NSHA cannot begin until such time as I have received approval from NSHA’s Student and Learner Placement Service, or delegate where applicable. Such approval will not be granted until I have completed required pre-placement processes including, but not limited to, confirmation of required immunizations and acceptable criminal record check and vulnerable sector search.
3. I understand that I have a responsibility to inform my educational institution/employer if I am aware of any conflict of interest, real or perceived, associated with participating in a learning placement within NSHA in accordance with NSHA Conflict of Interest Policy. A conflict may include a family member/relative that works in the immediate practice setting, or is receiving care in the practice setting that I am assigned to.
4. I understand NSHA has the right to require me to leave NSHA because of my performance or conduct. This right will not be exercised without prior discussion with me and my educational institution/employer, where applicable, except in extraordinary circumstances.
5. I am aware of my responsibilities in regards to privacy and confidentiality. I have reviewed and agree to abide by the terms of the NSHA Pledge of Confidentiality. I understand these obligations continue after the term of my placement. I will not disclose what I see or hear, or pass on information from written/electronic records concerning any patient, except for the purposes of patient care. If confidentiality is breached, I understand the penalty may include termination of my



placement.

6. I acknowledge that a patient has the right to refuse to be a participant in placement programs.
7. I understand that NSHA shall endeavour to provide me, without charge and where necessary, space for the accommodation of personal belongings while I am on-site during the placement. I will be given use of health care facility libraries as per applicable NSHA Policy.
8. I understand that NSHA is not responsible for any financial cost I incur during my attendance at NSHA, including but not limited to travel, meals, uniforms and uniform laundering, parking and emergency medical care.
9. I understand that NSHA will make every effort to ensure that I am assigned only to the degree of responsibility commensurate with my level of ability and optimum learning without diminishing the quality of patient care, and I will advise my supervisor or other NSHA staff if I have questions or concerns in relation to my responsibilities.
10. I consent to the collection and use of my personal information by NSHA for the purposes of facilitating and monitoring my placement. I consent to the disclosure of my personal information by NSHA to my affiliated academic institution, agency, or employer for the purposes of facilitating, evaluating and monitoring my placement, or other purposes reasonably connected to the enforcement of this agreement.
11. I understand that NSHA carries liability insurance in the event that a patient is injured through negligence.
12. I understand that **NSHA does not carry insurance which would provide coverage for me in the event of accidental injury** and that I am responsible for obtaining such coverage for myself. As a Learner, I understand I am not subject to Worker's Compensation coverage. I understand that NSHA does not accept any responsibility for the risk of accidental injury not caused by NSHA, its servants, agents or employees, which I may incur during this placement.
13. I am aware of my responsibilities to complete NSHA Student and Learner Orientation as specified by Student and Learner Placement Service **prior** to commencing my learning placement. I understand that my preceptor or placement site may require me to review additional orientation materials or participate in additional orientation activities.

Signature of the Learner

Learner's Educational Institution/Employer

Witness

Name of Learner's Academic Program

Date



SCHEDULE 'C'

PLEDGE OF CONFIDENTIALITY

I, _____, (print name) have completed the NSHA Privacy and Confidentiality training module.

I completed the NSHA Privacy and Confidentiality training on: _____
(YYYY/MM/DD)

I pledge to keep confidential any information obtained during the performance of my duties at NSHA, whether as an employee or an associate¹. I understand that confidential information includes, but is not limited to, information relating to:

Patients (such as health records, conversations, registration information, financial history, etc.); NSHA employees and other associates (such as employee records, disciplinary action, etc.); NSHA business information (such as contracts, memos, peer review information, etc.).

I agree that I will read and comply with NSHA's policies on privacy, confidentiality and security of confidential information. If I require help in retrieving or understanding these policies, I will seek help from my manager or NSHA's Privacy Office.

I also understand and agree that:

- I will collect, access, use and disclose confidential information on a "need to know basis" only, and only the minimum amount required, as required for my role or as required by law.
- I will not communicate confidential information either within or outside NSHA, except to persons authorized to receive such information.
- I will not access the confidential information of family, friends, co-workers or any other individual, unless they are under my direct care or I need to as part of my official duties at NSHA.
- I will not access my own personal health information in the custody or control of NSHA other than through the method approved for the public in the *Release of information from the Health Record* policy.
- I will not share my passwords to electronic information systems with anyone, and I am responsible for protecting them. I am responsible for all actions performed when the electronic information system has been opened using my password.
- I will access, process and transmit confidential information using only authorized hardware, software, or other authorized equipment.

¹Associates means learners/students, physicians, volunteers, NSHA Board members, contractors, and other authorized representatives or agents.



- I shall not remove confidential information from NSHA premises except as authorized. In transit, I shall securely store the information and ensure it is in my custody and control at all times.
- I will not alter, destroy, copy or interfere with confidential information, except with authorization and in accordance with NSHA policies and procedures;
- I shall immediately report all incidents involving loss, theft or unauthorized access to confidential information to my immediate supervisor and to NSHA’s Privacy Office.
- I understand that NSHA will conduct regular audits to ensure confidential information is protected against unauthorized access, use, disclosure, copying, modification or disposal.

I further understand any breach of my duty to maintain confidentiality may result in corrective action, up to and including significant disciplinary action. Action taken may include, but is not limited to: retraining, loss of access to systems, suspension, reporting my conduct to a professional regulatory body or sponsoring agency, restriction or revocation of privileges, and immediate dismissal.

I understand and agree to abide by the conditions outlined in this agreement, and they will remain in force even after my learning placement at NSHA has ended.

Name of Learner (PLEASE PRINT)

Signature of Learner

Date

Signature of Witness