

NSW Health Student Placement Agreement (SPA) for Entry into a Health Occupation

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Functional Sub group Personnel/Workforce - Workforce planning

Summary The establishment of a Student Placement Agreement (SPA) between each Health Service and Education Provider is a mandatory requirement of NSW Health's Clinical Placements in NSW Health Policy which outlines the process that Health Services and Education Providers must follow to facilitate placements in NSW public health facilities and affiliated organisations. Local SPAs must be in accordance with the NSW Health SPA template.

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Applies to Local Health Districts, Chief Executive Governed Statutory Health Corporations, Affiliated Health Organisations, Community Health Centres, Dental Schools and Clinics, Public Health Units, Public Hospitals

Audience Medical, Nursing and Midwifery, Allied Health, Dental and Oral Health, Clinical Placement staff

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NSW HEALTH STUDENT PLACEMENT AGREEMENT (SPA) FOR ENTRY INTO A HEALTH OCCUPATION

PURPOSE

The Student Placement Agreement (SPA) template provides the legal and policy framework that underpins the provision of clinical placements across NSW Health.

The establishment of an SPA between each Health Service and Education Provider is a mandatory requirement of NSW Health's *Clinical Placements in NSW Health (PD2013_015)* which outlines the processes both parties must follow to facilitate clinical placements in NSW public health facilities and affiliated organisations.

KEY INFORMATION

- Local Student Placement Agreements are to be in accordance with the SPA template.
- One SPA between a Health Service and Education Provider is sufficient.
- The SPA requires that the parties nominate a Liaison Officer. This role may be undertaken by the Health Service ClinConnect Coordinator or Education Provider ClinConnect Coordinator.
- The SPA has a five-year term, with an Operational Schedule that can be updated annually or as required within the term of the SPA.
- ClinConnect provides an automated reminder to both parties to the SPA six (6) months prior to its expiry.
- Operational Schedule 1 Part A identifies the Health Service, Education Provider, health disciplines and qualifications covered by the SPA and this directly determines the level of access for the Education Provider to the Health Service and disciplines within ClinConnect. The Education Provider needs to provide information on all relevant individual health disciplines to which the SPA relates for inclusion in the Schedule.
- Operational Schedule 1 Part B outlines the information to be provided to the Health Service and timeframes for this to occur. The information is to be provided through ClinConnect. For medicine, the details of each placement must be entered into ClinConnect by the Education Provider.
- Variations to the Operational Schedule within the term of a SPA may be agreed in writing between the Liaison Officers, on advice from the Discipline Representatives as per clause 25.2. The varied Operational Schedule will supersede the previous Operational Schedule and so must be amended in its entirety.

ATTACHMENT

1. NSW Health Student Placement Agreement template.



**STUDENT PLACEMENT AGREEMENT FOR ENTRY INTO A
HEALTH OCCUPATION**

CURRENT AS OF JUNE 2016

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THIS AGREEMENT is made on the day of 2
BETWEEN

THE *(name)* , a statutory corporation established pursuant to the Health Services Act 1997, **ABN** of *(address)* , (“**the Public Health Organisation**”)

AND

THE *(name)* , **ABN** of *(address)* , (“**the Institution**”)

RECITALS

- A The Institution delivers education and training for any or all of the health-related occupations that are employed within the NSW public health system.
- B The Public Health Organisation provides Students of the Institution with placements in the NSW public health system, wherever possible, for the purpose of supervised practical experience for their education and learning.
- C.1 The parties enter into this Agreement for the purposes of:
- (a) Specifying the terms and conditions under which Students of the Institution may be placed in the NSW public health system for the purpose of supervised practical experience for their education and learning;
 - (b) Working collaboratively for mutual benefit;
 - (c) Specifying areas of engagement between them; and
 - (d) Providing a mechanism for resolving any disputes which may arise concerning the matters dealt with in this Agreement.
- C.2 The parties subscribe to the philosophy of educating Students in health-related occupation qualifications and recognise the importance of practical experience in this area, and in particular note that:
- (a) A primary role of the Public Health Organisation is to provide health services in a safe and appropriate manner;
 - (b) A primary role of the Institution is to provide education and research; and
 - (c) All parties have responsibility for education and research to support the development of a sustainable health workforce.
- C.3 The parties recognise the benefits that Students can bring to the NSW public health system, including the identification of opportunities to improve the quality of patient care and service delivery.

- C.4 The parties further acknowledge the contribution made by the Public Health Organisation through the supervision of Students during placements and the provision of access to facilities in which such Students are placed.

1 SCOPE OF THIS AGREEMENT

1.1 This Agreement applies to Student Placements for:

- (a) Students enrolled at the Institution in undergraduate and graduate qualifications leading to entry into a health-related occupation;
- (b) Post-secondary school Vocational Education Training qualifications under Australian Qualifications Framework (AQF) Training Packages required for health-related occupations and leading to entry into a health related occupation; and
- (c) International or domestic Students who are not enrolled in a qualification referred to in **1.1(a)** and **1.1 (b)**, but who are undertaking an elective unit or units of study which requires a Student Placement with a Public Health Organisation and where the Institution has agreed to facilitate such Student Placement.

1.2 Notwithstanding **clause 1.1**, this Agreement does not apply to:

- (a) A person on Student Placement while undertaking a course as part of their employment by the Public Health Organisation;
- (b) Trainees who are employed by the Public Health Organisation;
- (c) Students undertaking research which is not part of an entry into a health-related occupation training course.

2 DEFINITIONS AND INTERPRETATION

2.1 For the purpose of this Agreement:

Agreement means this agreement and includes any Schedules annexed to it.

Authorised Officer means, for the:

- (a) Public Health Organisation, the Chief Executive or delegate,
- (b) Institution, when it is a university, the Vice-Chancellor or delegate,
- (c) Institution, when it is an Institute of Technical and Further Education (TAFE), the Institute Director or delegate,
- (d) Institution, when it is a Registered Training Organisation other than an Institute of Technical and Further Education, the Chief Executive/ Managing Director or delegate.

Clinical Education means the delivery of education or training to Students in a NSW Public Health Organisation Facility in a clinical environment. It includes supervised research being undertaken in a public health system laboratory.

Code of Conduct means the policy concerning the standard of conduct expected of Public Health Organisation and Institution Staff and Students during employment and Student Placement, respectively, issued from time to time by the NSW Ministry of Health which as at the date of this Agreement is embodied in NSW Health Policy Directive *PD2015_049 NSW Health Code of Conduct* as amended from time to time.

Confidential Information means information of a Party whether verbal, written or in electronic form or some other form that:

- (a) is confidential to either Party by its nature, including Patient Data;
- (b) is designated by either Party as confidential; or
- (c) the recipient of the information knows or ought to know is confidential to either Party, its agents or its advisers;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any unlawful means; or
- (e) is ascertainable through independent enquiries;
- (f) may be or is required to be disclosed pursuant to *Memorandum No. 2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts* dated 8 January 2007 and the *Government Information (Public Access) Act 2009 (NSW)*, as amended or updated from time to time; or
- (g) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority.

Course means a course of study leading to a qualification required for a health-related occupation offered by the Institution as set out in **Part A of Schedule 1**, of which education in a clinical setting or non-clinical setting forms a part.

Discipline Representative means the Staff members nominated by the Institution and the Public Health Organisation to administer each Student Placement for a Course pursuant to **clause 9.5**.

Facility means each hospital facility site or service of the Public Health Organisation specified in **Schedule 1 Part A** and any amendments to the Schedule made in accordance with **clause 10.4**.

Facility Manager means the manager of a Facility or authorised delegate.

Institution means the individual university, registered training organisation or TAFE College responsible for the delivery of education or training.

Institution Staff means a person employed or contracted by the Institution who fulfils the role of Student Supervisor or who provides support and consultation to Students or the Student Supervisor and whose details have been notified to the Public Health Organisation in accordance with **Schedule 1 Part B**.

Intellectual Property Rights means all present and future registered and unregistered rights in relation to patents, copyright, designs, trademarks, inventions, trade secrets, Confidential Information and all other intellectual property.

Joint Committee means the committee established by the Parties pursuant to **clause 28.1** to discuss a dispute with the view to achieving a resolution of a dispute.

Liaison Officer means the person nominated as such by a Party pursuant to **clause 9.1**.

Orientation means any document or process intended to familiarise the Student with the various aspects of the workplace in which the Student Placement is being undertaken, including work health and safety requirements.

Patient (or client) means a person or persons who receive(s) a health care service provided by a Facility, including persons receiving health care services at a location other than the Facility, including without limitation, at a person's home.

Patient Data means personal information about a current or former Patient of the Public Health Organisation that is information or an opinion about the physical or mental health or a disability (at any time) of an individual or genetic information of an individual and includes all information collected to provide, or in providing a health service and any other Personal Information about an individual collected in connection with the donation, or intended donation of an individual's body parts, organs or substances.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Program means education in a health context forming part of a formal health - related occupation education or training Course.

Public Health Organisation means the organisation responsible for the operation of a hospital Facility site or service where a Student Placement might occur as defined in *section 7 of the Health Services Act 1997*.

Public Health Organisation Staff means persons employed or contracted by the Public Health Organisation.

Registered Training Organisation (RTO) means an organisation that is registered to provide vocational education and training.

Student means any student identified in **clause 1.1** of this Agreement.

Student Supervisor means a person nominated, engaged by and reporting to the Institution and approved by the Public Health Organisation pursuant to **clause 5.1** to provide education, supervision and assessment of Students on Student Placement.

Student Workplace Supervisor (also referred to as a Facilitator) means a person nominated and employed or engaged by the Public Health Organisation pursuant to **clause 5.1** to provide work based supervision to Students on Student Placement. In practice and as agreed between the parties, the Student Supervisor and Student Workplace Supervisor may be the same person.

Student Placement means the provision of supervised education and research opportunities for Students.

The supervised education must be:

1. A requirement of the Student's qualification; or
2. A requirement for registration into a profession or discipline, or a requirement to be eligible for licensing as a professional association member.

Student Placement Governance Committee means the committee formed pursuant to **clause 8**.

Student Year means the academic year at the Institution in which the Student is enrolled.

Supervision means the organised and approved mentoring or preceptor (on-the-spot) education by a qualified person in a clinical setting or non-clinical setting for Students in training or education courses required for a health-related occupation.

Vocational Education and Training (VET) means for the purposes of the Agreement post-secondary school Vocational Education and Training program leading to a qualification within the Australian Qualifications Framework in a health-related vocational area.

2.2 Except where the context otherwise requires:

- (a) clause headings are for convenience only and are not intended to affect the interpretation of this Agreement;
- (b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (c) words in the singular include the plural and vice versa;
- (d) all the provisions in any Schedule to this Agreement are incorporated in, and form part of, this Agreement and bind the Parties;
- (e) the terms of this Agreement prevail to the extent of any inconsistency between that term and any Schedule to this Agreement;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and

(g) statutes, regulations, ordinances or by-laws shall be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time.

3 TERM

3.1 This Agreement commences on _____, and continues for a period of five years unless terminated earlier in accordance with **clauses 29.1 or 29.2**.

Renewal Terms

3.2 No later than ninety (90) days prior to the expiration of the Agreement, the Parties may agree in writing to extend the Agreement on its current terms or on varied terms as agreed between the parties. Such extension or renewal of this Agreement may be for a term of up to a maximum of five (5) years.

4 RESPONSIBILITIES OF THE PUBLIC HEALTH ORGANISATION

Access to Patients, Facilities and Equipment

4.1. It is the responsibility of the Public Health Organisation to provide access to facilities to support Student Placement, wherever practicable.

4.2 The Public Health Organisation will make available to Students and Institution Staff:

(a) reasonable access to Patients for the purpose of the completion of the Student Placement, subject to the authority of the Student Workplace Supervisor and Patient or guardian consent (in accordance with privacy legislation and any Public Health Organisation policies) and the treatment needs of the Patient;

(b) such access to current and archival Patient clinical records as is reasonably necessary for the completion of the Student Placement, provided such access is consistent with any NSW Ministry of Health and/or Public Health Organisation confidentiality guidelines, privacy policies and legislation;

(c) such materials and equipment as reasonably required to undertake the Student Placement and amenities at each Facility sufficient to enable Institution Staff to conduct Student Placement discussions, debriefings and conferences with their Students as and when available;

(d) access to library, internet and other reference materials, where practicable; and

(e) locker, change room, dining facilities and parking, where practicable.

4.3 In making available the access, facilities and equipment provided under **clauses 4.1 and 4.2**, the Public Health Organisation may impose such conditions as it considers reasonably appropriate.

Orientation and Induction

4.4 The Public Health Organisation will provide Students and Student Supervisors with an Orientation to the workplace where the Student will be undertaking the

Student Placement and an induction to the procedures of the Public Health Organisation.

Policies and Procedures

- 4.5 The Public Health Organisation will make available to Students and Institution Staff access to its own and all relevant NSW Ministry of Health policies, guidelines and procedures, including those related to privacy, open disclosure, work health and safety, security, code of conduct, record keeping, immunisation and infection control, mandatory training, and Staff health as supplemented and amended from time to time. Such policies, guidelines and procedures are available on the NSW Health website (<http://www.health.nsw.gov.au/>).

5 RESPONSIBILITIES OF THE INSTITUTION

Supervision and Teaching

- 5.1 The amount and nature of Supervision to be provided to each Student will be co-operatively determined between the Institution and the Public Health Organisation. This will take into account the individual educational needs of Students and the respective roles, where applicable, of Student Supervisors and Student Workplace Supervisors noting the responsibility of the Institution for oversight of the education, including clinical education, of its Students.
- 5.2 Arrangements for Supervision are to be agreed between the Parties in operational **Schedule 1 Part B** or otherwise in writing in accordance with the timeframes specified in **clauses 10.3 to 10.5**.
- 5.3 If the objectives of any Program are altered, or if the level of Student competence varies, the Institution may review the level of Supervision required, and submit any changes for approval to the relevant Liaison Officer, who may refer the matter to the Student Placement Governance Committee if required, in accordance with **clause 9.2**.
- 5.4 The Institution will make available to Public Health Organisation Staff who are providing elements of Supervision in terms of **clause 5.1**, reasonable access to Institution facilities such as library resources and internet access and any other privileges accorded to its own academic Staff which may assist Public Health Organisation Staff in their Supervision of Students and contribute to their professional development. Provided however, such access will be subject to the Institution's usual rules, requirements, policies and procedures applying to the access and use by the Institution staff of such facilities and to any restrictions required by law/or agreements with third parties as to use of and access to such facilities.
- 5.5 The Institution may, from time to time and subject to available resources, provide access to training to all Public Health Organisation Staff who have been appointed to act as Student Workplace Supervisors, who have an interest in or have been identified as having the potential to act as Supervisors. Provided however, any such training shall be subject to all applicable Institution policies and procedures.

- 5.6 The Institution upon request of the Public Health Organisation will provide written and verbal feedback to Public Health Organisation Staff who have been appointed to act as Student Supervisors so as to assist them in improving their Supervision of Students and in recognition of their knowledge skills and contribution to the Supervision of Students.

Student Assessment

- 5.7 The Institution is responsible for the clinical and other education of Students on Student Placement, including all learning outcomes and assessments.
- 5.8 (a) Notwithstanding **clause 5.7**, Public Health Organisation Staff who have been appointed to act as Student Supervisors, may report on a Student's performance using institution based assessments, practical skills, learning, knowledge and/or development against learning objectives of the student placement;
- (b) Other relevant Public Health Organisation Staff may also provide feedback or input on the Student, where required.

Administration and Conduct of the Course during Student Placement

- 5.9 Subject to any provisions of this Agreement to the contrary, the Institution will be responsible for the administration and conduct of the Course, including Student guidance, counselling and discipline and, where necessary, the exclusion of Students or Institution Staff from the Student Placement.
- 5.10 The Institution is responsible for ensuring that Institution Staff have appropriate qualifications and experience to fulfil their obligations under this Agreement.
- 5.11 The Institution acknowledges and agrees that:
- (a) a Student's access to Patients/Clients and Patient/Client medical records is, and remains, subject to the Public Health Organisation's duty of confidentiality to its Patients/Clients;
- (b) a Student may only participate in the delivery of health care or treatment as instructed by their Student Supervisor or Student Workplace Supervisor at levels commensurate with the stage of preparation and progress in their Course;
- (c) a Student's practice must be supervised by the Student Supervisor or an appropriately appointed nominee in accordance with this Agreement at the level determined by such Student Supervisor or delegate to be necessary to ensure that the care offered to patients is safe and at an adequate standard;
- (d) the management, control and treatment of Patients in the care of a Facility will at all times take priority over the supervision, education and training of Students. This will include the Public Health Organisation ensuring adequate privacy and Supervision for all interviews and examinations conducted by a Student;

- (e) a Patient/client may refuse and should not feel coerced to have a Student participate in their care, regardless of whether the activity is part of, or additional to, the normal requirement of care. This right of Patients/Clients must be respected at all times; and
 - (f) Patients/Clients must be treated with respect and should not be placed in situations that may cause them to feel embarrassed, harassed or offended - this includes ensuring adequate personal privacy.
- 5.12 The Institution will take all reasonable steps to ensure that Students and Institution Staff are aware they must not represent that they are employed, act or communicate either directly or indirectly on behalf of the Public Health Organisation.

Preconditions for Students Undertaking Student Placements

- 5.13 The Institution represents and warrants that it will notify those Students who are not Australian citizens that it is a condition of their participation in the Student Placement that they hold and continue to maintain all the required passport and visa documents legally necessary to reside and study in Australia.
- 5.14 The Institution acknowledges that the Public Health Organisation will not be responsible for arranging registration of Students where any such registration is a requirement of a professional registration body.

National Criminal Record Checks (NCRC) and Prohibited Employment Declaration

- 5.15 The Institution and Public Health Organisation will comply with the procedures and requirements outlined under NSW Health Policy Directive *PD2013_028 Employment Checks - Criminal Record Checks and Working With Children Checks*, as amended from time to time.

Immunisation and Infection Control

- 5.16 The Institution will advise all its Students and Institution Staff in writing prior to enrolment, about the risks of contracting infectious diseases during a Student Placement, and the Students and Institution Staff of their respective responsibilities to comply with the NSW Ministry of Health Policy Directive *PD 2011_005 Occupational Assessment, Screening and Vaccination Against Specified Infectious Diseases*, as amended from time to time.

Policies and Procedures

- 5.17 The Institution will take reasonable steps to ensure that all Students and Institution Staff observe the regulations, policies, guidelines and procedures referred to in **clause 4.5**.
- 5.18 The Institution agrees to take all reasonable steps to ensure that all Students and Institution Staff are aware of and understand their rights and responsibilities under NSW Ministry of Health Policy Directive *PD2015_049 NSW Health Code of Conduct*, as amended from time to time, a copy of which will be provided to the Institution by the Public Health Organisation. Further, the Institution will take all

reasonable steps so as to ensure that each Student is informed that it is a condition of the Student Placement that each Student signs a declaration to the effect that the Student has read, understands and will abide by the NSW Health Code of Conduct.

Responsibility for Teaching Aids

- 5.19 Unless the Parties otherwise agree, the Institution is responsible for the insurance and safe custody of teaching aids and equipment in its care, custody or control whilst at the Facility, as required for the purpose of Student Placements.

Student Dress and Identification

- 5.20 The Institution will advise its Students and Institution Staff that they are to be dressed and to maintain their appearance in a manner that is acceptable to the Public Health Organisation.
- 5.21 The Institution will provide its Students and Institution Staff with suitable Institution identification to be worn when attending Facilities.

Student Illness and Absenteeism

- 5.22 The Institution will notify the Public Health Organisation of Student illness or absenteeism where attendance is anticipated. Similarly, the Public Health Organisation will notify the Institution if absenteeism occurs.

6 RESPONSIBILITIES OF PERSONS NOT BOUND BY THIS AGREEMENT

- 6.1 The Institution will ensure that Students and Institution Staff are informed of and agree to abide by the terms of this Agreement.
- 6.2 The Public Health Organisation will ensure that Public Health Organisation Staff that participate in Student Placements are informed of and agree to abide by the terms of this Agreement.

7 GOVERNANCE

- 7.1.1 Governance issues are jointly the responsibility of the Chief Executive of the Public Health Organisation and the Vice Chancellor or Director of the Institution or their delegate. For practical reasons, accountability for establishing the governance processes will rest with the Public Health Organisation. As a matter of course, this will be undertaken in a collaborative and consultative manner.

8 STUDENT PLACEMENT GOVERNANCE COMMITTEE

- 8.1 The Public Health Organisation may establish a Student Placement Governance Committee that includes all Institutions with Student Placements in its Facilities.
- 8.2 The purpose of the Student Placement Governance Committee is to provide a high-level forum for the Public Health Organisation and Institutions to discuss and address matters relating to Student Placements.

- 8.3 The functions of the Student Placement Governance Committee are as follows:
- (a) providing high level oversight of the organisation and management of Student Placements operating under this Agreement and any equivalent Agreements with other Institutions;
 - (b) managing any governance issues associated with Student Placements;
 - (c) monitoring and assessing any trends related to Student Placements and their impact on educational outcomes and provision of care to Patients;
 - (d) providing advice to the Institution and the Public Health Organisation on issues arising in connection with this Agreement, where requested by the Liaison Officer for either Party; and
 - (e) such other functions as agreed between the Parties.
- 8.4 Membership of the Student Placement Governance Committee may include, but not be limited to:
- (a) Chief Executive Officer of the Public Health Organisation, or nominee, who will be the Chair of the Committee;
 - (b) Vice Chancellor or Institute Director or their representative of each Institution with Student Placements in the Public Health Organisation;
 - (c) Director of Clinical Operations of the Public Health Organisation, or nominee;
 - (d) Director of Nursing and Midwifery of the Public Health Organisation, or nominee;
 - (e) Director of Allied Health of the Public Health Organisation, or nominee;
 - (f) Director of Workforce Development of the Public Health Organisation, or nominee;
 - (g) Public Health Organisation and Institution Liaison Officers; and
 - (h) Representatives from one or more Health Facilities.
- 8.5 Further members may be added by agreement between the Parties.
- 8.6 Sub-Committees of the Student Placement Governance Committee may be formed as required.
- 8.7 Membership of sub-committees of the Student Placement Governance Committee will include the Public Health Organisation Liaison Officer.
- 8.8 The Student Placement Governance Committee will meet at least two times each Student Year.

8.9 The Student Placement Governance Committee will report annually on its activities to the Chief Executive of the Public Health Organisation and the Vice-Chancellor or Institute Director or equivalent of the Institution.

9 COMMUNICATION BETWEEN PARTIES

9.1 Each Party will nominate a Liaison Officer, as set out in **Schedule 2 Part A**.

9.2 The role of the Liaison Officer is to:

- (a) provide a central point of contact between the Parties, in particular for addressing matters where coordination across disciplines and/or facilities is required;
- (b) support the central coordination of Student Placements for all health professions/disciplines between the Public Health Organisation and the Institution within agreed timeframes;
- (c) liaise with Discipline Representatives to monitor the Student Placement process;
- (d) be a member of any sub-committees of the Student Placement Governance Committee;
- (e) advise their Authorised Officer of any issues requiring attention regarding Student Placements; and
- (f) report to the Student Placement Governance Committee on Student Placements across the Public Health Organisation.

9.3 Either Party may substitute its Liaison Officer with another person by notifying the other Party in writing.

9.4 Unless this Agreement specifies otherwise, all communications between the Parties relating to this Agreement or matters that arise out of this Agreement shall be given to or sent by the Liaison Officer.

9.5 Each Party will nominate a Discipline Representative for each Course, to administer Student Placements relating to the Course. The Liaison Officer will be notified in writing of each Discipline Representative prior to the commencement of each academic year.

9.6 Either Party may substitute its Discipline Representative with another person by notifying the Liaison Officer in writing.

9.7 The Public Health Organisation Discipline Representative will, in consultation with the Institution Discipline Representative and Liaison Officers:

- (a) identify Student Placements and appropriately qualified Supervisors in terms of **clause 10** across the public health system
- (b) coordinate the Student Placement process for their discipline; and

- (c) maintain details of Student Placements in their discipline as per **Schedule 1 (Part A and B)** to this Agreement.

10 OPERATIONAL SCHEDULE

- 10.1 The Parties will co-operatively develop and complete an operational Schedule as outlined in the attached **Schedule 1 Part B**, or similar as negotiated between the Parties but including all areas of detail specified in **Schedule 1 Part B**, for each Course in accordance with the requirements of this **clause 10**.
- 10.2 The components of the operational Schedule will be completed by the Party in accordance with applicable time periods specified in the operational Schedule.
- 10.3 The Institution will notify the Public Health Organisation in writing as soon as reasonably possible of any changes to the information provided by it in the operational Schedule.
- 10.4 The Institution will notify the Public Health Organisation in writing when changes are made to the Course that may reasonably affect the Student Placement, or if the level of knowledge or competence of Students who have been placed or will be placed in the future is likely to vary.
- 10.5 The Parties may vary the content of the Schedule from time to time by written agreement in accordance with **clause 25.2**.

11 NUMBER OF STUDENT PLACEMENTS

- 11.1 The number of Students to be placed with each Facility at any given time will be determined at the absolute discretion of the Public Health Organisation and will be based on the policy directions and priorities of the Public Health Organisation. The Public Health Organisation will undertake to consult with and to provide notice to the Institution regarding the number of Student Placements, in particular, where there is a variation in the number of Student Placements in any given year/semester.

12 DEFERRAL OR CANCELLATION OF STUDENT PLACEMENT

- 12.1 Where unforeseen circumstances or causes beyond the control of the Public Health Organisation cause or threaten major disruption to Patient services or provision of any Student Placement(s), including without limitation, industrial disputes or implementation of disaster plans, the Public Health Organisation may, in its absolute discretion, defer, suspend, vary or cancel any agreed Student Placement(s). The Public Health Organisation's decision is final and may be implemented immediately.
- 12.2 The Public Health Organisation agrees, as far as it is practicable, to notify the Institution of its intention to defer, suspend, vary or terminate Student Placements under **clause 12.1**.
- 12.3 The Institution agrees to notify the Public Health Organisation of any cancellation or deferral of agreed Student Placements within a timeframe defined between both Parties.

13 DISCIPLINE

- 13.1 Subject to the rights retained to the Public Health Organisation in **clause 13**, the ultimate responsibility for the discipline and control of Students and Institution Staff lies with the Institution.
- 13.2 The Public Health Organisation retains the right to instruct a Student in connection with patient care or treatment or generally acceptable practice in relation to the Student Placement.
- 13.3 The Public Health Organisation will:
- (a) notify the Institution when in its opinion, action is required to be taken in respect of a Student or Institution Staff member; and
 - (b) the Public Health Organisation shall give to the Institution in writing:
 - i. the Student's or Institution Staff member's name;
 - ii. the reasons why action is to be taken; and
 - iii. the recommended or required action to be taken.
- 13.4 Once the Public Health Organisation has notified the Institution under **clause 13.3** above, the matter is the responsibility of the Institution.
- 13.5 The Institution will advise the Public Health Organisation concerning action taken by the Institution with respect to the Student or Institution Staff member.
- 13.6 The Public Health Organisation retains the right to remove any Student or any Institution Staff Member from its facilities or services at any time. The Parties acknowledge that grounds for removal include:
- (a) unsuitability to undertake or continue with a Student Placement because of unacceptable risk to either the provision of satisfactory patient care or Patient/Staff/Student safety; or
 - (b) disciplinary matters in terms of the Code of Conduct.
- 13.7 The Public Health Organisation is entitled to satisfy itself that Students and Institution Staff are competent to perform their allotted tasks, that they conduct themselves in a safe and professional manner, and that they comply with the Code of Conduct. If the Public Health Organisation is not so satisfied, it may do any or all of the following:
- (a) restrict or limit access by a Student or Institution Staff to Patients;
 - (b) direct a Student or Institution Staff to leave the premises of the Facility; or
 - (c) take all reasonable steps necessary to ensure that a Student or Institution Staff complies with a direction given under **clauses 13.6 (a) or 13.6 (b)**.
- 13.8 The Public Health Organisation will use its best endeavours to notify the Institution of its intention to give a direction under **clause 13.6** within twenty four

(24) hours and will provide written notification to the Institution Liaison Officer of the direction and the reasons for the direction within three (3) working days of its being given.

13.9 If the Institution notifies the Public Health Organisation within three (3) working days of receiving a notice under **clause 13.7** that it disagrees with the Public Health Organisation's direction, the Public Health Organisation will notify the Student Placement Governance Committee who will establish a Sub-Committee consisting of two representatives appointed by the Public Health Organisation and two representatives appointed by the Institution. The Sub-Committee will then consider the matter and make a final decision.

13.10 Notwithstanding the foregoing provisions, the Public Health Organisation retains the right in its absolute discretion to refuse or suspend a Student Placement.

14 WORK HEALTH AND SAFETY

14.1 The Institution will make all its Students and Institution Staff on Student Placement aware that they must abide by and comply with the *Work Health and Safety Act 2011 No 10* and the *Work Health and Safety Regulation 2011*, together with all guidelines on manual handling and working with hazardous substances and dangerous goods.

15 OPEN DISCLOSURE

15.1 All Students and Institution Staff on Student Placement will be made aware by the Institution of the NSW Ministry of Health Policy Directive and Guidelines *PD2014_028 Open Disclosure Policy* as amended from time to time and NSW Ministry of Health Policy Directive *PD2014_004 Incident Management* as amended from time to time, or any successor policy.

16 ACCOMMODATION

16.1 The Institution and/or the Students are responsible for organising accommodation for Students while on Student Placement.

16.2 The Public Health Organisation may, at its discretion, make available residential accommodation to Students and Institution Staff subject to such terms and conditions as the Public Health Organisation considers appropriate, but it is not under any obligation to do so.

16.3 All costs for accommodation will be met by the Student or by the Institution (for Institution Staff) unless other prior arrangements have been made with the relevant Facility Manager.

17 TRAVEL

17.1 All costs of travel to the Public Health facility will be met by the Student or by the Institution (for Institution Staff).

18 USE OF MOTOR VEHICLES

- 18.1 The Institution acknowledges and agrees that whilst on Student Placement Students may not use Facility vehicles other than to accompany a Facility or Institution staff member who is the driver.
- 18.2 Institution Staff may only use Facility vehicles in accordance with the following conditions:
- (a) Institution Staff hold a current appropriate NSW Licence or other State or Territory equivalent, a copy to be provided to the relevant Facility Manager;
 - (b) Institution Staff have read the NSW Ministry of Health Policy Directive concerning motor vehicle usage titled *PD2014_051 Motor Vehicles - Use of Within NSW Health* as amended from time to time;
 - (c) The vehicle is used for activities related to the Student Placement, such as home visits and meetings.
- 18.3 The use of fleet motor vehicles is subject to availability and priority of access will be given to Public Health Organisation Staff.
- 18.4 When no alternative is available, Students/Institution Staff may use their own private vehicle for teaching and educational activities undertaken as a part of their Student Placement only if they possess a current appropriate NSW Licence or other State or Territory equivalent, and compulsory levels of insurance related to the driving of their vehicle.

19 DISCLOSURE OF INFORMATION PERTAINING TO STUDENTS

- 19.1 Provided the Institution receives a Student's written consent to do so, the Institution will disclose to the Public Health Organisation through its Liaison Officer any information concerning the Student which, in its reasonable opinion, would assist Supervisors and the Facility to accommodate any special needs of the Student.
- 19.2 The Public Health Organisation will make Student Supervisors aware of their obligation to keep all information disclosed under **clause 19.1** strictly confidential.

20 USE AND DISCLOSURE OF PATIENT DATA

- 20.1 The Institution acknowledges and agrees that all Patient Data will remain the property of the Public Health Organisation and be acknowledged as the property of the Public Health Organisation.
- 20.2 Upon request by the Public Health Organisation, the Institution must immediately deliver or arrange for the delivery to Public Health Organisation all Patient Data in the possession of the Institution, Institution Staff or Students.
- 20.3 The Institution will ensure that Institution Staff and Students are aware of their responsibility to not, directly or indirectly, use any Patient Data without the prior written consent of the Patient and the approval of the Public Health Organisation.

The Public Health Organisation will ensure that its Patient admission process enables Patients to consent to the Patient Data being used for the purposes of education.

- 20.4 The Institution will take all reasonable measures to ensure that Patient Data in the possession of the Institution, Institution Staff or Students is protected from unauthorised access from any source and by any means.

21 INTELLECTUAL PROPERTY

21.1 In accordance with NSW Health Policy Directive *PD2005_370 Intellectual Property Arising from Health Research* as amended from time to time, the Public Health Organisation may assert rights over any Intellectual Property created by Students during their Student Placement where each or any of the following circumstances apply:

- (a) the Intellectual Property has been created utilising substantial resources of the Public Health Organisation;
- (b) the Intellectual Property is created as a result of pre-existing Intellectual Property owned by the Public Health Organisation;
- (c) the Intellectual Property has been created by a Public Health Organisation team of which the Student is a member; or
- (d) the Intellectual Property has been created as a result of funding provided by, or obtained by, the Public Health Organisation.

22 PRIVACY AND CONFIDENTIALITY ISSUES

22.1 Subject to **clause 22.2**, the Institution must advise its Students and Institution Staff that they must not, in any circumstances give access to or disclose Confidential Information to any person.

22.2 The obligation of confidentiality set out in this **clause 22** does not extend to Confidential Information that is required to be disclosed by the operation of law but only to the extent that such disclosure is necessary by law.

22.3 The Institution acknowledges that Patient Data is “Personal Information” as defined in the *Privacy and Personal Information Protection Act (NSW) 1998* and “Health Information” as defined in the *Health Records and Information Privacy Act 2002* and that a breach of either Act will constitute a breach of this Agreement.

22.4 The Public Health Organisation agrees to:

- (a) use Personal Information of Students or Institution Staff held or controlled by it in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (b) take all reasonable measures to ensure that Personal Information of Students or Institution Staff in its possession or control in connection with

this Agreement is protected against loss and unauthorised access, use, modification or disclosure;

- (c) comply with the Information Protection Principles in the *Privacy and Personal Information Protection Act (NSW) 1998* and the *Health Records and Information Privacy Act 2002* to the extent that the content of those principles apply to the types of activities the Public Health Organisation is undertaking under this Agreement, as if the Public Health Organisation were an agency as defined in that Act;
- (d) co-operate with any reasonable demands or inquiries made by the Institution on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy and Personal Information Protection Act 1998* including, but not limited to, a request from the Institution to comply with a guideline concerning the handling of Personal Information of Students or Institution Staff; and
- (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information of Students or Institution Staff is made aware of, and undertakes in writing, to observe the Information Protection Principles and other obligations referred to in this clause.

23 INDEMNITY

- 23.1 (a) The Institution indemnifies the Public Health Organisation, its employees and agents against liability in respect of all actions, claims, costs and expenses and for all loss, damage to property or personal injury or death to persons caused by any unlawful or negligent act or omission of the Institution, its employees, agents or Students whilst undertaking a Student Placement except to the extent that the Public Health Organisation, its employees or agents caused the relevant loss, damage or injury.
 - (b) The Institution's liability to indemnify the Public Health Organisation under **clause 23.1 (a)** shall be reduced proportionately to the extent that an act, error or omission of the Public Health Organisation contributed to the loss, liability or expense.
- 23.2 The Institution agrees and acknowledges that all rights, obligations and liabilities under, or in connection with this Agreement are to apply, even where the relevant circumstances involve a failure to take reasonable care and the existence of concurrent wrongdoers (as that term is defined in section 34(2) of the *Civil Liability Act 2002 (NSW)*, unlimited and otherwise unaffected by anything that, but for this **clause 23.2**, may by virtue of the provisions of the *Civil Liability Act 2002 (NSW)* have limited or otherwise affected those rights, obligations and liabilities.

24 INSURANCE

- 24.1 The Institution must effect and maintain the following insurance policies during the term of this Agreement:

- (a) public liability insurance in the amount of not less than \$20,000,000.00 in respect of each and every occurrence;
- (b) professional indemnity insurance in the amount of not less than \$15,000,000.00 in respect of each and every occurrence; and
- (c) workers' compensation insurance for an amount required by law.

24.2 The Institution must, on request, provide to the Public Health Organisation satisfactory evidence that the Institution has effected and renewed the insurance policies referred to in **clause 24**.

25 AMENDMENTS

- 25.1 This Agreement once signed by both Parties may be amended only by a written document signed by the Authorised Officer for each Party, unless that variation is to the Operational Schedule.
- 25.2 Variations to the Operational Schedule may be agreed in writing between the Liaison Officers, on advice from the Discipline Representatives.

26 WAIVERS

- 26.1 A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the Party granting the waiver.
- 26.2 A waiver is only effective in the specific instance and for the specific purpose for which it is given.

27 NOTICES

- 27.1 A notice, consent, approval or other communication (each a notice) under this Agreement must be:
 - (a) delivered to the Authorised Officer's address;
 - (b) sent by pre-paid mail to the Authorised Officer's address; or
 - (c) transmitted by facsimile or electronic means to the Authorised Officer's address.
- 27.2 A notice given by a Party in accordance with this Clause is treated as having been given and received:
 - (a) if delivered to the Authorised Officer's address, on the day of delivery if a business day, otherwise on the next business day;
 - (b) if sent by pre-paid mail, on the third business day after posting;

- (c) if transmitted by facsimile or electronic means to the Authorised Officer's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

28 DISPUTE RESOLUTION

28.1 If a dispute arises in connection with this Agreement, or any matter covered by this Agreement, then the Parties agree to the following dispute resolution process:

- (a) the Parties shall attempt to settle any dispute using the dispute resolution and mediation processes provided for in this Agreement before resorting to court proceedings, provided howsoever, nothing in this clause will preclude either Party from seeking urgent interlocutory relief;
- (b) either Party claiming that a dispute has arisen gives written notice to the other Party stating details of the matter in dispute and requiring that the matter be resolved by a meeting between the Parties;
- (c) within five (5) business days of the receipt of such notice the Parties are to establish a Joint Committee of two (2) representatives of each Party (the 'Joint Committee'). The Joint Committee will within a period of ten (10) business days following its establishment use its best endeavours to discuss the dispute with the view to achieving a resolution of the dispute;
- (d) if the dispute remains unresolved the Parties must within a period of ten (10) business days following the expiration of the period stipulated in **clause 28.1 (c)** refer the dispute respectively to the Student Placement Governance Committee for resolution who will within fifteen (15) business days meet and discuss the dispute with a view to achieving resolution;
- (e) if the dispute is not resolved after the Parties have followed the process in **clause 28.1 (c)** and **(d)**, or within such further period as the Parties may agree in writing, the dispute shall be referred to the Australian Disputes Centre (ADC) for mediation in accordance with the ADC's *Commercial Mediation Guidelines* which are operating at the time the matter is referred to the ADC. The ADC's mediation guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the ADC's mediation guidelines are hereby deemed incorporated into this Agreement;
- (f) the Parties shall do all things reasonably required to refer the dispute to mediation by ADC; and
- (g) in the event that the dispute has not been settled within twenty (20) business days (or such other period as agreed to in writing between the Parties) after the appointment of a mediator, or if no mediator is appointed within twenty (20) business days of the referral of the dispute to mediation, the Parties are free to pursue any other procedures available at law for the resolution of the dispute.

29 TERMINATION

29.1 Termination for Convenience

29.1.1 The Parties may terminate this Agreement for convenience by giving not less than three (3) months' notice in writing, with such termination being effective upon the expiry of this three (3) month period.

29.1.2 If either Party terminates this Agreement for convenience:

- (a) the Party terminating the Agreement may reimburse the other Party for any unavoidable costs and expenses directly incurred as a result of termination provided that any claim:
 - (i) is supported by satisfactory written evidence of the costs claimed; and
 - (ii) will be in total satisfaction of the liability of each Party in respect of this Agreement and its termination.
- (b) the Parties must do everything reasonably possible to prevent or otherwise mitigate any losses resulting from the termination.

29.2 Termination For Cause

29.2.1 This Agreement may be terminated immediately by written notice by either Party for material breach of this Agreement where such breach has failed to be rectified within thirty (30) days of written notification of the breach by the other Party.

29.3 Effect of Termination

29.3.1 In the event of any termination of this Agreement:

- (a) the Parties will use their best endeavours to avoid any adverse consequence of termination on the academic progress or provision for any Student of the Institution;
- (b) the Parties will use their best endeavours to reduce the impact of termination on Students affected by implementing an effective strategy to complete the Student Placement;
- (c) the Public Health Organisation agrees that it will continue to allow Student Placements for a period of 18 months after the termination date so that each such Student has the opportunity to complete the Course for which the Student was enrolled immediately prior to the date of termination.

29.4 Prior Rights not Affected

29.4.1.1 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination.

29.4.1.2 Notwithstanding any other provision of this Agreement, the covenants provided by either party shall survive the expiration or earlier determination of this Agreement

30 GOVERNING LAW

30.1 The laws in force in the State of New South Wales govern this Agreement.

30.2 Each Party submits to the exclusive jurisdiction of the courts of the State of New South Wales and the courts of appeal from those courts.

30.3 If any provision of this Agreement is or becomes illegal, invalid or unenforceable (“Ineffective”), it will be read down to the extent necessary to ensure it is not ineffective. If the offending provision cannot be so read down, it will be severed. In any event, the remainder of this Agreement will be construed so as to ensure it remains effective to the greatest extent possible.

31 ENTIRE AGREEMENT

31.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

32 COUNTERPARTS

32.1 This Agreement may be executed in counterparts and all such counterparts taken together will be deemed to constitute one and the same Agreement.

33 ASSIGNMENT

33.1 Except with the prior written consent of the Public Health Organisation, the Institution may not assign the whole or any part of the Institution’s obligations under this Agreement. Consent is not to be unreasonably withheld.

EXECUTED as an Agreement.

SIGNED by [Insert full name] on.....(date)

As authorised signatory for the Public Health Organisation:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

SIGNED by [Insert full name] on.....(date)

on behalf of the Institution as its duly authorised officer:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Address of Witness

OPERATIONAL SCHEDULE (SCHEDULE 1) PART B
PLACEMENT DETAILS

*To be completed by the Parties in accordance with **clause 5** of the Agreement. The Placement Details contain the following highlighted key topics but the Parties may agree to include any other information relevant to the Student Placement.*

For all professions, the Institution will provide no later than two (2) weeks prior to the commencement of the Student Placement, the information described in sections 1–5 below, to the Public Health Organisation in accordance with NSW Health Policy Directive PD2013_015 Clinical Placements Policy, as amended from time to time.

1. Bookings for all clinical placements will be through ClinConnect

Student Placement details for each placement to be entered through ClinConnect.

2. Supervision

These will be entered using ClinConnect.

3. Student names

These will be entered using ClinConnect.

4. Learning Objectives of the Student Placement, including the procedures/activities in which Students should be trained

(Attach list/s unless relevant information has been entered in ClinConnect. If this is the case make a statement such as 'entered into ClinConnect' here)

5. Relevant Learning Assessment Tools to be used where NSW Health staff are undertaking assessment

(Attach list/s unless relevant information has been entered in ClinConnect. If this is the case make a statement such as 'entered into ClinConnect' here)

Where relevant, specify any of these provided/performed by the Institution

Where relevant, specify any of these that will be provided/performed by the Public Health Organisation

SIGNED by *[Insert full name]* on.....(date)

As authorised signatory for the Public Health Organisation:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

SIGNED by *[Insert full name]* on.....(date)

on behalf of the Institution as its duly authorised officer:

.....
Signature of Authorised Officer

in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Address of Witness

DESIGNATED OFFICERS (SCHEDULE 2) PART A

To be completed by the Parties in accordance with **clause 5** of the Agreement

Public Health Organisation	
Authorised Officer	
Registered Office Details	
Liaison Officer	
Discipline Representatives	

Institution	
Authorised Officer	
Registered Office Details	
Liaison Officer	
Discipline Representatives	