

THE BOARDS

AND

CENTRAL TAFE

**MEMORANDUM OF UNDERSTANDING FOR THE COLLEGE STAFF AND
STUDENTS TO HAVE ACCESS TO THE PREMISES AND FACILITIES
CONTROLLED BY THE BOARDS FOR THE PURPOSES OF THE ALLIED
HEALTH STUDENT CLINICAL PLACEMENTS PROGRAM**

Prepared by:

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Department of Health
189 Royal Street
EAST PERTH WA 6004

THIS MEMORANDUM OF UNDERSTANDING is made on the 27th day of July 2007

B E T W E E N :

THE MINISTER FOR HEALTH in his incorporated capacity as:

- a) the board of the hospitals formerly comprised in the Metropolitan Health Service Board;
- b) the board of the hospitals formerly comprised in the Peel Health Service; and
- c) the WA Country Health Service;

under section 7 of the *Hospitals and Services Act 1927* (WA), c/- 189 Royal Street, East Perth in the State of Western Australia

(individually "**Board**" (where the context requires) and collectively "**Boards**")

AND

CENTRAL TAFE, of corner of Harold and Lord Streets, Mt Lawley in the State of Western Australia ("**the College**")

RECITALS:

- A.** The object of this Memorandum is to ensure that Students of Allied Health Professions studying at the College have, as an essential part of their course work, adequate access to clinical and professional facilities, whilst maintaining proper standards of Patient care.
- B.** Accordingly, the parties have agreed that certain College Staff and Students may have access to the Facilities situated on the Premises, as part of the Educational Program conducted by the College.
- C.** The Boards and the College have now agreed to set out their respective rights and obligations in this Memorandum.
- D.** The Minister for Health is incorporated as the board of the hospitals formerly comprised in the Metropolitan Health Service Board under s7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health.
- E.** The Minister for Health is incorporated as the board of the hospitals formerly comprised in the Peel Health Service under s7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health.
- F.** The Minister for Health is incorporated as the WA Country Health Service under s7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health.
- G.** This Memorandum shall concern all Students whether undergraduate or postgraduate students.
- H.** This Memorandum is an intra-government arrangement and has no legal effect and does not create any legally enforceable rights or impose legally enforceable obligations on the parties. The parties will however act in accordance with the spirit and intent of its terms.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Memorandum, unless the contrary intention appears:

Allied Health Profession means Allied Health Assistants, Anaesthetic Technicians, Certificate IV Fitness Instructors, Pharmacy Assistants, Therapy Assistants and Sterilization Services;

Allied Health Service means a designated department / program in a Board facility that manages staff of an Allied Health Profession;

Board's Representative means the Facility Chief Executive or his delegate;

Clinician means an employee or contractor of, or otherwise a person authorised by, the Board responsible for health care for specific Patients;

Consenting Patients means the Patients who have consented to receive care and treatment from a Student;

CP Program means the clinical placements whereby Students are permitted to have access to the Premises and Facilities for the purposes of their course work relating to the Education Program;

Designated Practice Areas means those areas within the Premises specifically designated by the Board as practice areas;

Education Program means the pre-registration course for Allied Health students provided at the College;

College Staff means the coordinators and supervisors employed or engaged by the College, or staff seconded from the Board for the purpose of clinical or student education of the Students, directly or indirectly remunerated by the College;

EP Program means the educational placement program conducted by the College at the Premises and Facilities;

Facilities means the resources located within the Premises of the Board;

Facility Clinical Coordinator (FCC) means a person who is employed by the Board based in a Facility who agrees to be the formal contact with the College regarding clinical education;

Facility Clinical Educator (FCE) means an Allied Health Professional employed by the Board who provides clinical education to Students (undergraduate and postgraduate) in a clinical setting;

Head of Department means the Head or Coordinator of the Allied Health Service of the Hospital or Health Service designated by the Board.

Head of School means the Head of the Allied Health Profession of the College;

Health Service means a Hospital and health centres, schools, clinics and other places staffed by employees of the Board, which are under the management and control of the Board;

Hospital means a Hospital under the control and management of the Board pursuant to the *Hospitals and Health Services Act 1927 (WA)*;

Minister means the Minister for Health;

Patients means the patients (of whatever description or type) currently receiving treatment or care from the Board, and where the context requires, includes Consenting Patients;

Premises means the land and buildings used by the Hospitals and the health centres, schools, clinics and other places staffed by employees of the Board, which are associated with the Hospitals or Health Service;

State means the State of Western Australia; and

Students means the students enrolled in the Education Program at the E I, and who are also included within the CP Program and placed at the Premises.

2. BOARD PERMITS ACCESS BY THE COLLEGE STAFF AND STUDENTS

- 2.1. The Board permits the College Staff and Students:
- (a) to have access to the Premises; and
 - (b) to use the Facilities located on the Premises,
- provided that such access and use are:
- (c) required for, and are part of, the CP Program or EP Program, and agreed by the designated Head of the Allied Health Service; and
 - (d) in accordance with the terms and conditions set out in this Memorandum.
- 2.2. The Board permits the College Staff and Students, as and when it is necessary, to accompany the employees of the Board to places not on the Premises, provided that:
- (a) the particular employee is or acting in the course of their employment or duties as an agent;
 - (b) the particular employee consents thereto;
 - (c) it is required for, and is part of, the CP Program conducted by the College; and
 - (d) it is in accordance with the terms and conditions set out in this Memorandum.
- 2.3. The Board permits the College Staff and Students access as above in clauses 2.1 and 2.2 provided that all the College Staff and Students individually complete and sign a separate and personal agreement, if required by the Board, in such form as the Board requires to take all reasonable measures to:
- (a) maintain Patient confidentiality;
 - (b) obey the directions and orders of the officers, employees and agents of the Board and comply with the Board's rules, regulations and protocols, including the protocols and procedures applicable to the Premises and those relating to visiting Aboriginal communities, as advised by the Board's Representatives.

3. ADMINISTRATION OF THIS MEMORANDUM

- 3.1. The Board and the College shall each nominate representatives to coordinate the CP / EP Program(s) at the Premises and each party will provide notice to the other as to who the representatives are.
- 3.2. For the purposes of this Memorandum, the respective representatives of the Board and the College, nominated under the preceding clause, may:
 - (a) exercise a power specified in this Memorandum as being exercisable by the Board or the College, other than the power in the preceding clause;
 - (b) perform an act or do a thing specified in this Memorandum as being required or permitted to be done by the Board or the College;
 - (c) give an approval specified in this Memorandum as being required or permitted to be given by the Board or the College.
- 3.3. In the interest of promoting good working relationships, to jointly benefit the educational outcomes for students, the College and the Board's Representative will meet regularly to address relevant issues related to this Memorandum.

4. ACCESS

- 4.1. The Head of Department and the College shall agree the numbers of student placements, and the times at which, Students may attend in or at the Designated Practice Areas on the Premises.
 - 4.1.1. The Board's Representatives will give final determination on the number of Students and the times the Students may attend.
 - 4.1.2. The College and the Head of Department will agree to a time frame for the provision of information on Student numbers and placement times, which should be prior to the commencement of each semester, or at other times by agreement.
- 4.2. The College Staff and the FCC / FCE shall agree on the Student / Patient ratio and on the selection of Consenting Patients for each Health Service.
- 4.3. In reaching the agreement referred to in subclauses 4.1 and 4.2, the Head of Department and the College staff shall have regard to the number of Consenting Patients and the effective and efficient operation of the Board, the Facility and the CP Program.
- 4.4. The College shall make arrangements for clinical education and, where required, assessment of Students by appropriately qualified staff, in consultation with the FCC / FCE at the Health Service, unless otherwise agreed by the parties.
- 4.5. Access to the Premises by the College Staff and Students will be limited to the Designated Practice Areas, unless otherwise agreed by the parties.
 - 4.5.1. In the event of an emergency or adverse situation the Board may determine at its absolute discretion to terminate a Student placement or to refuse to admit a Student to a part of or all of the Premises. If the Board makes a

determination in accordance with this clause, the Board's Representative will notify the College as soon as possible of the Board's determination.

- 4.6. The College shall provide the Head of Department or delegated officer at the Health Service with relevant details of Student allocations, including the names of Students, prior to the commencement of each semester, or by agreement at other times.
- 4.7. The College Staff shall advise each Student that if the Student is aware of any personal matters which could impact upon the safety of Patients or the Student's own safety or which could impact on the Student's capacity to meet the Health Service's standards of Patient care the Student should disclose the personal matter to the FCC.
- 4.8. Access by the College Staff and Students to Patient information, including medical records, is limited to those Consenting Patients for whom the College Staff and Students are providing clinical care, unless directed otherwise by the Board's Representative.
- 4.9. Where a Student is required to make a notation in a Patient's permanent medical record, the entry will be as specified by the FCC.
- 4.10.
 - (a) The FCC / FCE shall inform the College of any specific infection control policies, including policies relating to access to the Premises by persons with a communicable disease, with which compliance is required in relation to, or affecting, the clinical placement of the College Staff and Students.
 - (b) The College must take all reasonable measures to ensure that the College Staff and Students comply with any specific infection control policies of the Health Service.
- 4.11.
 - (a) The FCC / FCE shall provide the College Staff and Students with access to copies of any policies, regulations, rules, procedure manuals, directions or other similar documents, which relate to or concern the use of the Facilities at the Premises.
 - (b) The College must take all reasonable measures to ensure that the College Staff and Students read, understand, and comply with any relevant policies, regulations, rules, procedure manuals, directions or other similar documents.
- 4.12. The Board is to provide for the emergency care of the College Staff and Students, according to the facilities available, where they suffer an accident or illness whilst on the Premises, in accordance with the usual conditions relating to such visiting personnel at the Premises.
- 4.13. Access by the College Staff or Students to any conference room space, areas for discussion, areas for interviewing or desk work, should be made available by the FCC/FCE, where possible, according to the Board's usual booking procedures at the Premises.
- 4.14. The Board does not permit the College Staff or Students to drive vehicles leased by or under the control of the Board unless special permission is granted by the FCC / FCE for specific learning requirements of the Student. Evidence of a current, appropriate, driving licence to be provided by the Student.
- 4.15. The Board will make arrangements for FCC / FCE to precept and supervise Students. The terms and conditions of this supply will be agreed by the parties, but any agreement will be at the discretion of the Head of Department.

- 4.16. Where the Board arranges for FCC / FCE to precept and supervise Students, the College will offer appropriate training for the FCC / FCE at no fee for the training to the Board.
- 4.17. (a) Unless sub-clause 4.17(b) applies, the College shall ensure that, at appropriate time intervals, the College Staff and Students be screened for and vaccinated against the following vaccine preventable diseases – Hepatitis B, Measles, Mumps, Rubella, Varicella, Poliomyelitis, Diphtheria, Tetanus, Influenza, Pertussis, Tuberculosis – and any other disease or condition of health notified in writing by the Head of Department to the College.
- (b) If an College Staff or Student refuses to be screened and/or vaccinated in accordance with sub-clause 4.17(a) on the basis of conscientious objection, the College must notify the Head of Department of the name of that College Staff or Student within 14 days of the refusal, and if the Head of Department forms the view that patient safety may be compromised by that refusal the Head of Department may invoke the provisions of clause 9.4.
- 4.18. The College shall provide the Board with evidence that the College Staff and Students have a *methicillin-resistant staphylococcus aureus* (MRSA) clearance if the College Staff or Student has been a patient or student, or has worked, in any Hospital or residential care facility outside of Western Australia in the last 12 months.
- 4.19. The College shall ensure that the College Staff and Students:
- 4.19.1. comply with the Board’s standing orders, rules and procedures in relation to Patient confidentiality;
- 4.19.2. complete the relevant “Declaration of Confidentiality” documentation before commencing the CP / EP Program;
- 4.19.3. provide evidence of Criminal Record Clearance to the Board which is current as at the date of entry into the CP / EP Program.
- 4.19.4. comply with the provisions of the *Working with Children (Criminal Record Checking) Act 2004*.
- 4.20. The College shall enforce the provisions of the “Declaration of Confidentiality” completed by an College Staff or Student pursuant to clause 4.19.2 (hereafter referred to in this sub-clause as “the Declaration”) against that College Staff or Student where that College Staff or Student has breached the Declaration.

5. COURSE CONTENT / PROGRAMS / ASSESSMENT

- 5.1. The College shall be responsible for:
- (a) CP and EP programs;
- (b) the administration and development of course content;
- (c) the format of Student assessment;
- (d) informing the FCC or FCE of the specific learning objectives for Students;
- (e) informing the FCC or FCE of the extent and nature of the prior experience of, Students; and

- (f) informing the FCC or FCE of specific matters which may affect a Student's learning capacity.
- 5.2. The College shall be responsible for Student assessment, unless it is otherwise agreed by the parties that the content of placement and assessment is to be conducted in collaboration with the Board's staff.
- 5.3. The College will be responsible for compliance with legislative and / or professional organisation's requirements related to student supervision and clinical placement.
- 5.4. The College will give the final decision regarding competence or the success or failure of the Student in the CP Program in the event of a dispute between College Staff and FCC or FCE.
- 5.5. The College must ensure that the Student's level of preparation is sufficient to meet the level of competence required for the clinical placement undertaken by the Student.
- 5.6. The FCC will ensure that FCE complies with the assessment requirement of the College.
- 5.7. The College shall be responsible for informing the Health Service of its accreditation status, with respect to the standards approved by its professional regulating authority (eg Australian Council of Physiotherapy Regulating Authorities).
 - 5.7.1. The College shall also be responsible for informing the Health Service of any change of that status.

6. SUPERNUMERARY STATUS OF STUDENTS

Students in the CP / EP Program will be supernumerary to the Board's staff at the Premises.

7. RESOURCE MATERIAL

- 7.1. The College Staff and Students may have access to the Board's libraries, any other resource material, lectures or presentations on the Premises, provided:
 - (a) the Board's staff agree to the presence of the College Staff or Student at the particular Premises;
 - (b) the access is during the College Staff or Student's participation in the CP Program;
 - (c) the access is for the purposes of the College Staff or Students' participation in the CP Program; and
 - (d) reciprocal access to the College library and other resources is negotiated for Board staff undertaking clinical supervision or precepting.
- 7.2. The terms and conditions on which the College Staff and Students may borrow items or material from the Board's libraries, or from the Board generally, shall be as specified by the Board.

8. REGISTRATION AND NOTIFICATION TO BOARD

- 8.1. The College must ensure that all College Staff who provide treatment to Patients must be registered with the relevant Allied Health Professional Registration Board of Western Australia (*Clinical Psychology, Occupational Therapy, Physiotherapy, Podiatry*) or eligible for membership of their professional association (*Dietetics, Social Work, Speech Pathology,*) and, if required by the Board, evidence of that registration or eligibility for membership must be produced to the Board within one month of each annual re-registration or on demand.
- 8.2. The College must notify the Board as soon as it becomes aware:
- (a) in the case of the College Staff who provide treatment to Patients, if:
- (1) the relevant Allied Health Professional Registration Board or association fines or reprimands the College Staff, requires the College Staff to provide an undertaking to be of good behaviour, or makes conditional, suspends or removes the registration or membership of the College Staff member or the registration or membership lapses;
 - (2) any investigation by the relevant Allied Health Professional Registration Board or association is commenced against them;
 - (3) any charges or convictions for an offence punishable by imprisonment being made against the College Staff member;
 - (4) any actual or potential conflict of interest involving the College Staff member which is known to the College;
 - (5) any illness or disease that would interfere with College Staff member's ability to treat Patients or that is communicable and presents a risk to Patients or other people; and
- (b) in respect of any Patient, any:
- (1) adverse incident;
 - (2) serious verbal, or any written complaints received;
 - (3) threats of legal action or any writ, subpoena or summons received;
 - (4) matter which the College Staff member is obliged to inform his or her indemnity fund, organisation or insurer;
 - (5) referral to the relevant Allied Health Professional Registration Board or association or any such similar bodies in other jurisdictions; or
 - (6) referral to the Office of Health Review.
- 8.3. The College must carry out periodic enquiries to investigate whether any of the matters referred to in clause 8.2 have occurred.
- 8.4. The College must take all reasonable steps to assist, and use all reasonable endeavours to cause any member of College Staff to assist, the Board in inquiring into and resolving any matter arising under or in connection with any matter referred to in clauses 8.2.

If requested by the Board, the College must also provide and cause any member of College Staff to provide as soon as reasonably practicable all relevant details of any matters of which the Board is advised under clauses 8.2 or otherwise becomes aware.

Nothing however requires any member of the College Staff to disclose information to the Board where to do so would cause that person to be in breach of his or her obligations to any Allied Health Professional defence organisation, indemnity fund or insurer, or which may significantly prejudice any claim by that person under that indemnity cover or insurance. In any such circumstances the member of College Staff must use their best endeavours to obtain the approval of the defence organisation, indemnity fund or insurer to disclosure of the information required by the Board, and must disclose the information to the Board in accordance with any approval given.

9. PATIENT CARE

- 9.1. At all times it is intended that the Students, with the Consenting Patient's informed consent, will provide:
 - 9.1.1. assessment of Consenting Patients;
 - 9.1.2. treatment of Consenting Patients; and
 - 9.1.3. professional services,to the level of their learning, under the supervision of the Clinicians.
- 9.2. The College shall ensure that the College Staff acquaint the appropriate employees or agents of the Board at the Health Service (which includes the FCC / FCE) with the Students' levels of learning or curriculum covered, and those aspects of total patient care or professional service for which the Students have not been prepared or are unable to perform.
- 9.3. The College shall advise the Board and the appropriate employees or agents of the Board at the Health Service of the current level of training of the Student and the Board will not assign tasks to the Student that are beyond the Student's current level of training.
- 9.4. The responsibility for Patient care lies with the Board, and the FCC / FCE or the Head of Department can withdraw a Student from the clinical area to maintain Patient safety.
- 9.5. The College shall ensure that the College Staff and Students abide by the Board's decisions regarding the needs of, and the care for, Patients.

10. UNIFORMS

- 10.1. Where the Board determines that uniforms are required for the College Staff or Students, the College shall be responsible for the selection of those uniforms, unless otherwise agreed by the Board and the College.
- 10.2. The Board shall not be responsible for the supply or laundering of the uniforms required under the preceding clause, unless otherwise agreed by the Board and the College.