

Appendix 6. Sample Practice Placement Agreement¹

Practice Placement Agreement

HIGHER EDUCATION PROVIDER and HOST ORGANISATION

Between

[Insert name of Higher Education Provider]
(the Education Provider - HEP)

Insert ABN

Insert Address

and

[Insert name of Community Managed Organisation/CMO]
(the Host Organisation - CMO)

Insert ABN

Insert Address

Dated

2013

¹ In Mental Health Coordinating Council 2013, Practice Placement Guide: Mental Health Workforce Professional Entry Practice Placements in the NSW Community Managed Mental Health Sector, MHCC, Sydney.

Developed from MHCC 2013 PPP Scoping Report; Health Workforce Australia 2012 and NSW Health, *NSW Health Student Placement Agreement for Entry into a Health Occupation*, 2011, NSW Health, North Sydney, viewed 24 February 2013, http://www.health.nsw.gov.au/resources/workforce/student_placement_agreeme_doc.asp

A. Purpose, Scope and Term of the Agreement

1. Purpose

1.1 The parties enter into this Agreement for the purposes of:

- a) Specifying the terms and conditions under which Students of [Higher Education Provider] may be placed in [Host Organisation] for the purpose of supervised practical experience for their education and learning
- b) Working collaboratively for mutual benefit in achieving the purpose set out in 1.1.a
- c) Specifying areas of responsibility and engagement between them in achieving the purpose set out in 1.1.a.

2. Scope

2.1 This agreement applies to practice placements for:

- a) Pre-qualification and pre-registration programs leading to entry into a community services and health industry related occupation
- b) Vocational Education Training (VET) qualifications under Australian Qualifications Framework (AQF) Training Packages required for, and leading to entry to, community services and health industry related occupations.

2.2 This Agreement does not apply to:

- a) a person who is employed by [Host Organisation] while continuing training
- b) a trainee who is employed by [Host Organisation]
- c) a student undertaking research which is not part of an entry into a health-related occupation training course.

3. Term

This Agreement commences on [insert date], and continues for a period of xx years unless terminated earlier in accordance with Clause C: *Termination Terms and Procedures* below.

No later than ninety (90) days prior to the expiration of this Agreement, the Parties may agree in writing to extend this Agreement for a further term. The terms of this Agreement, which may be modified by the parties by agreement in writing, will apply to any such further term.

B. Terms of the Agreement

4. Insurance / indemnity

4.1 Insurance

[Higher Education Provider] must effect and maintain the following insurance policies with respect to each student who is provided with a practice placement 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.

[Higher Education Provider] must, on request, provide to [Host Organisation] evidence which is satisfactory to [Host Organisation] that [Higher Education Provider] has effected and renewed the insurance policies referred to above in Clause 4.1 a, b & c.

If the student is required to drive a company vehicle, [Host Organisation] will ensure that appropriate insurance is in place to cover any liability arising from the use of the vehicle by the student as [Higher Education Provider]'s indemnity will not cover any damage to property or personal injury arising out of the student's use of the [Host Organisation] vehicle.

4.2 Indemnity

- a) [Higher Education Provider] indemnifies [Host 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 [Higher Education Provider], its employees, agents or Students whilst undertaking a practice placement except to the extent that [Host Organisation], its employees or agents caused the relevant loss, damage or injury.
- b) [Higher Education Provider]'s liability to indemnify [Host Organisation] under Clause 4.2 (a) shall be reduced proportionately to the extent that an act, error or omission of [Host Organisation] contributed to the loss, liability or expense.
- c) [Higher Education Provider] 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 4.2(c), may by virtue of the provisions of the Civil Liability Act 2002 (NSW) have limited or otherwise affected those rights, obligations and liabilities.

5. **Payment**

- 5.1 Students will not receive any payment from [Host Organisation] during practice placements.
- 5.2 [Higher Education Provider] will pay [Host Organisation] [insert rate] for providing practice placements.

6. **Students**

- 6.1 [Host Organisation] will determine the maximum number of students placed at any one time.
- 6.2 The decision to accept a particular student for placement rests with [Host Organisation], in accordance with its procedures for the selection and/or approval of students for practice placement.

7. **Responsibilities of the Higher Education Provider**

[Higher Education Provider] will:

- 7.1 Oversee the practice placement
 - 7.1.1 Define what is expected from the student, including, but not being limited to:

- (a) specifying the student's required time commitment, responsibilities, attendance requirements and goals/learning outcomes
 - (b) providing the student with learning objectives and relevant details such as dress guidelines, identification requirements, compulsory student equipment and consumables
 - (c) informing students of pre-placement conditions (e.g. immunisation, National Police and Working with Children checks).
- 7.1.2 Administer, conduct, and support the student during placement, including, but not limited to:
 - (a) monitoring and providing feedback to the student
 - (b) managing student disciplinary issues
 - (c) providing pastoral care and referring students to qualified counsellors.
- 7.1.3 Use best efforts to ensure that students:
 - (a) comply with the relevant policies and procedures of [Host Organisation]
 - (b) demonstrate high professional standards in terms of appearance, attitude and professional behaviour
 - (c) complete required pre-placement conditions.
- 7.2 Communicate with, provide support to, and draw on the expertise of the placement educator.
 - 7.2.1 Provide clear expectations to the [Host Organisation], including but not limited to:
 - (a) ensuring learning objectives for the placement and context of the placement in the broader education curriculum are accessible to the placement educator
 - (b) clearly defining the student's scope of practice in order to ensure student participation in consumer support at levels that match their capability.
 - 7.2.2 Provide assessment tools and processes, including but not being limited to:
 - (a) Ensuring placement educators have access to, knowledge of, and training in (if applicable) assessment tools and processes.
 - 7.2.3 Provide placement educator support, including but not limited to:
 - (a) clarifying any support available from [Higher Education Provider] for the placement educator (e.g. access to tools, resources, personnel).
- 7.3 Ensure all [Higher Education Provider] staff involved in the practice placement process are aware of, and abide by, the practice placement agreement.
- 7.4 Enable student access to appropriate training and/or support for adjustment to remote placements with specific cultural issues.
- 7.5 Ensure procedures and supporting processes are agreed to with [Host Organisation] for:
 - 7.5.1 under-performing students; meeting welfare needs of students with personal or professional difficulties
 - 7.5.2 Feedback and evaluation of the placement (including specification of what type of feedback is sought and how it will be used) by the:
 - (a) student
 - (b) placement facilitator and placement educator
 - (c) [Higher Education Provider] and [Host Organisation]
 - (d) consumer and/or carer.
- 7.6 Ensure the following are clarified in writing:
 - (a) amount, nature and level of student supervision
 - (b) the placement facilitator's and placement educator's role expectations
 - (c) a student learning agreement for each student on placement.

8. Responsibilities of the Host Organisation

[Host Organisation] will:

- 8.1 Prepare for practice placements by ensuring that:
 - (a) placement policy & procedures are in place
 - (b) practice placement information is available to prospective HEPs and students.
- 8.2 Obtain consumer support by:
 - (a) obtaining consumer consent in respect of each consumer that the student is likely to question, interview or otherwise engage with
 - (b) ensuring that duty of care is balanced with dignity of risk (including the provision of clear expectations for ensure service delivery requirements are met).
- 8.3 Conduct day-to-day management of practice placement by:
 - (a) contributing to the learning agreement for each student
 - (b) providing each student with sufficient workplace orientation, including emergency procedures
 - (c) providing corrective feedback to the student if required and reporting such to [Higher Education Provider] in a timely manner, and in a manner that is consistent with principles of confidentiality and privacy
 - (d) ensuring that no staff member of the organisation will engage in counselling of students, but will refer such students to [Higher Education Provider]
 - (e) enabling student access to:
 - o consumers
 - o facilities and equipment, relevant policies, procedures and opportunities for practical experience
 - o an appropriate and safe physical environment.
- 8.4 Ensure [Host Organisation] staff involved in the practice placement process are aware of, and abide by, the practice placement agreement.
- 8.5 Ensure the placement educator is equipped to supervise the student by:
 - (a) stating required core competencies
 - (b) arranging appropriate training (if required) and adequate ongoing support
 - (c) defining expectations, including statements of their role and responsibilities
 - (d) supporting the placement educator to allocate enough time for core work and practice placement responsibilities.
- 8.6 Contribute to:
 - (a) evaluation of the practice placement
 - (b) clarification of the placement facilitator's and placement educator's role expectations.

C. Termination terms and procedures

Unless there is a breach to this Agreement, at least 6 weeks notice of termination will be provided in writing.

Any outstanding debts owed to [Host Organisation] by [Higher Education Provider] will be paid within one month of satisfactory written evidence of costs claimed being provided.

Either party may bring the breach of this Agreement to the attention of the other party (in writing) and, providing there is reasonable evidence that the breach has occurred, terminate this Agreement at any time.

D. Waiver and variations to this Agreement

1. Waiver

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.

A waiver is only effective in the specific instance and for the specific purpose for which it is given.

2. Variation

This agreement may be varied at any time by an agreement in writing and signed by both parties.

SIGNED BY:

For the [Higher Education Provider]	For the [Host Organisation]
Signature:	Signature:
Full name: (Print)	Full Name: (Print)
Title or position held in organisation:	Title or position held in organisation:
Date:	Date:
Witnessed by: (Signature)	Witnessed by: (Signature)
Full Name: (Print)	Full name: (Print)

References

Mental Health Coordinating Council 2013, *Scoping Report*, Practice Placements Project, MHCC, Sydney.

NSW Health 2011, *Student placement agreement for entry into a health occupation*, NSW Health, North Sydney, viewed 27 January 2013

http://www0.health.nsw.gov.au/resources/workforce/student_placement_agreeme_doc.asp.

Health Workforce Australia 2012,, *DRAFT National guidelines for clinical placement agreements*, Health Workforce Australia, Adelaide, 27 January 2013, http://www.hwa.gov.au/sites/uploads/CTR-guidelines-clinical-placement-agreements-20121031-1_0.pdf.