
Department of General Practice & Primary Health Care
School of Population Health
Te Tari Tawaiora



THE UNIVERSITY OF AUCKLAND
**FACULTY OF MEDICAL AND
HEALTH SCIENCES**

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CLINICAL ACCESS & TRAINING AGREEMENT

The University of Auckland

< Insert Practice Name >

<Insert year>

CLINICAL ACCESS & TRAINING AGREEMENT

FOR THE SUPPLY OF CLINICAL EXPERIENCE PLACEMENTS FOR MEDICAL STUDENTS FROM THE UNIVERSITY OF AUCKLAND AT A GENERAL PRACTICE OR OTHER COMMUNITY-BASED CLINICAL SITE

THIS AGREEMENT is made this _____ day of _____

BETWEEN: THE University of Auckland (“the University”), acting through the Department of General Practice and Primary Health Care (“the Department”) of the Faculty of Medical & Health Sciences (“the Faculty”)

AND: < Insert Practice Name > (hereafter known as “the Practice”)

This Agreement relates to 1st January to 31st December < Insert Year >

BACKGROUND TO THIS AGREEMENT:

The University of Auckland through the Faculty of Medical and Health Science has a programme of study (MBChB) requiring that Students enrolled in the course to obtain theoretical, clinical and practical skills.

The University expects the Practice to provide clinical educational experience for Medical Students

in accordance with this Agreement and the Schedule/s attached ■

The parties to this Agreement intend to co-operate to provide undergraduate education and training for Medical Students and enter this document to record the terms of that co-operation.

The Practice will allow the University’s Students access to the Facilities and will provide the Services, subject to the terms and conditions of this Agreement.

The Parties Agree as follows:

Definitions

‘The Practice’ means the General Practice, Community-based Rural Hospital, Integrated Family Medical Centre or Accident and Emergency Clinic or other appropriate clinical placement site.

‘The Practice Representative’ means the Practice employee responsible for managing the delivery of Services under this Agreement to the University.

‘Degree’ means the Bachelor of Medicine and Bachelor of Surgery (MBChB) programme provided by the University.

‘Facilities’ means the Practice and community Facilities in the Practice community.

‘Services’ means the Services to be provided by the Practice as set out in the schedule.

‘Students’ means individuals enrolled in the MBChB degree.

‘Student supervisor’ means the clinician allocated responsibility for supervising the Students’ clinical placement at the Practice.

‘University staff members’ mean those employees of the University providing teaching or other Services in relation to the MBChB degree.

Clinical Access and Education Agreement

1 Overview

- 1.1 The University is committed to ensuring the quality and appropriateness of instruction and education of future health professionals.
- 1.2 The Practice accordingly has agreed to allow the University's Students access to the Facilities and Services to meet the educational requirements of the University's Students subject to the terms and conditions of this Agreement and to the Practice policies, protocols and procedures regarding such access as advised to the University from time to time.

2 New Agreement

- 2.1 All existing Agreements, pertaining to Clinical Access and Education, whether written or otherwise between the University and the Practice (if any) and any person working in or for the Practice are terminated and replaced with this Agreement, from the Commencement Date.

3 Term

- 3.1 This Agreement is deemed to have commenced on <insert commencement date> and will continue in force until <insert end date>

4 Fees, Payment and other Recognition

- 4.1 The University will pay the Practice for access to and provision of clinical educational experience the fees (GST exclusive) as set out in Schedule 1.
- 4.2 The University will supply the Practice with an accredited teaching practice certificate(s) suitable for display to patients.
- 4.3 Consistent with the University's Policy on Honorary and Adjunct appointments, the University will provide Honorary Staff status to the Practice's General Practitioner (GP) teachers / supervisors who apply to the Department of General Practice and Primary Health Care for this status.
- 4.4 The GP teachers so appointed under clause 4.3 of this Agreement will have the title "Honorary Clinical Senior Lecturers"
- 4.5 Honorary Clinical Senior Lecturers will be entitled to:
 - University of Auckland user names and passwords to enable access to the University of Auckland Libraries
 - access to appropriate e-learning facilities of the university
 - regular email and phone contact with the course administrators
 - opportunity to attend on line and face-to-face training to enhance clinical teaching. These activities can provide RNZCGP MoPs credits.

5 The Practice's Obligations

The Practice will:

- 5.1 Communicate to its staff the conditions of access to the Facilities and Services agreed with the University.
- 5.2 Ensure that placements are available in the Facilities for the agreed number of Students shown in the Schedule(s) OR will work in good faith with the University each year to agree on Student numbers for that year.

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- 5.3 Provide the University Students with Practice orientation relating to relevant objectives, policies, compliance guidelines and protocols including general terms of access, health and safety policies, and any specific terms of access for the University's Students.**
- 5.4 Provide the University's Students when at the Facilities, with access to the documentation referred to in section 5.3.**
- 5.5 Maintain staffing for all its Services without reliance on the University's Students.**
- 5.6 Appoint a staff member as the Practice Representative responsible for the Clinical Access and Training Agreement. The Practice Representative will be responsible for liaising with the University's Course Administrator (or other University employee as agreed) regarding clinical placements for the University's Students, and will ensure the appropriate provision of teaching and supervision of the University's Students for the period of their placement at the Practice.**
- 5.7 Ensure that clinical staff supervising the University's Students and carrying out clinical teaching at the Facilities have:**
- appropriate professional registration;
 - current annual practicing certificates;
 - relevant up-to-date clinical and theoretical knowledge; and
 - competent clinical teaching skills.
- 5.8 Facilitate teaching, supervision and assessment that the University has agreed with the nominated Practice Representative(s) responsible for teaching to perform including:**
- learning experiences appropriate to the learning outcomes set by the University through the Department of General Practice and Primary Health Care;
 - an adequate patient case load to gain sufficient clinical experience;
 - regular and constructive feedback on their clinical performance in conjunction with the relevant University Head of Department;
 - encouragement to contribute to the team performance within the clinical environment and achieve team, clinic or organisational goals; and
 - assistance with developing critical thinking and problem solving skills during the clinical experience.
- 5.9 Ensure that those Practice employees who provide the Services at all times will:**
- act honestly and in good faith;
 - provide their Services in a skilful, competent and professional manner;
 - where appropriate and where not in conflict with their duty to the Practice, actively support the interests of the University;
 - declare to the University's Representative any actual or potential circumstance which may represent a conflict of interest contrary to the expectations the University has in entering into this Agreement; and



as requested, provide the University with feedback about the performance of Students.

- 5.10 Provide an environment for the Students to demonstrate safe practices when working with patients and equipment and where Students have access to appropriate clinical experience, so that the objectives of the placement can be completed; including a room suitable for any 6th year Student to whom access is provided to consult independently, under appropriate supervision, with patients for at least half the time spent in the Practice.**
- 5.11 Provide a clear and well understood procedure for asking patients about consent to see or be seen by a Medical Student that allows patients to either accept or decline and**

under the clear understanding that refusal by patients will not compromise their care in any way.

5.12 Ensure Students' ability to spend time with a range of health professionals associated with the Practice

6 The University's Responsibilities

The University will:

- 6.1 Ensure that prior to entry to any Facility all University staff and Students are made aware of, and will act in keeping with, the Practice's objectives, policies, compliance guidelines and protocols including any specific terms of access for the University's Students.
- 6.2 Provide support to the Practice Representative and Student supervisors to ensure that access arrangements operate efficiently and effectively. This support will include pre-placement visits, written guidelines for Student supervision and access to a University staff member via telephone and email.
- 6.3 Provide the Practice with the number of Student placements required throughout the academic year 12 months in advance of the placement start dates.
- 6.4 **Provide the Practice a Schedule setting out the names of the University's staff and Students for each academic year. The University will ensure that the Practice is promptly notified of any changes to the names on this Schedule.**
- 6.5 **Provide the Practice with a programme curriculum which outlines the teaching, supervision and assessment to be provided by clinical staff of the Practice.**
- 6.6 **Have sole responsibility and authority in matters relating to the teaching responsibilities of the University and its staff, and the content and nature of the degree including:**
 - **selection of Students for placement at the Practice;**
 - **development of the education programme; and**
 - **monitoring of Students' academic performance.**
- 6.7 **Ensure that the University staff at all times:**
 - **act honestly and in good faith; and**
 - **provide their Services in a skilful, competent and professional manner.**
- 6.8 Ensure that the Practice GP teacher(s) have appropriate access to course material and ability to acquire the required skills and abilities including up to date clinical and theoretical knowledge.

7 Liability

- 7.1 **The University and its employees and its Students agree to take all due care to ensure that access under this Agreement is taken in accordance with appropriate standards applicable to it but shall not be liable for any loss or damage incurred by the Practice except where it arises from any reckless, malicious or wilful act on the part of the University, its employees, or its Students.**

8 Teaching Responsibilities

- 8.1 **The University will have sole responsibility and authority in matters relating to the teaching responsibilities of the University and its Staff and the content and nature of the academic programme.**

9 Clinical Safety

- 9.1 Arrangements for Student attendance during the year will be agreed between the relevant University Head of Department and the Practice Representative at the beginning of each academic year.**
- 9.2 Attendance will be based on Students meeting the academic criteria as determined by the University plus clinical competency as determined by the Practice.**
- 9.3 A Student will be withdrawn from any clinical situation where, in the opinion of the Practice Representative, that Student is unable to cope with that particular clinical situation. In the event any Student is considered for withdrawal the Practice Representative will advise the relevant University Head of Department.**
- 9.4 University staff will work with the Practice to minimise the likelihood a Student is placed in any clinical situation, which is outside the Student's capacity to manage.**

10 Access to Facilities and Patient Records

- 10.1 If any Student fails to conduct himself/herself to the reasonable satisfaction of the Practice and staff member(s) responsible for provision of clinical educational experience that Student will be required to leave the premises immediately if instructed to do so. Consultation with the University's Head of Department will occur as soon as reasonably practicable on such occasions.**
- 10.2 No University staff member or Student will, either during the period of this Agreement or at any time thereafter, discuss or in any way disclose any information concerning the condition or medical history of any past or present patient of the Practice. Failure to comply with this provision will result in the individual being refused further access to the Practice premises, with further disciplinary action possible under the Health Information Privacy Code.**
- 10.3 University staff and Students may not disclose to any person other than a person authorised by the Practice, any confidential information acquired by them in connection with the Practice or its patients unless required by law or with the Practice's prior written consent.**
- 10.4 No identifiable patient information will be removed from the Practice premises either temporarily or permanently without the express permission of the Practice. This includes the use of NHIs or storage of any identifiable patient information on any form of electronic storage or on any form of written material. Failure to comply with this requirement could result in disciplinary action.**
- 10.5 The University's staff and Students will dress consistently with any standard of dress code developed by the Practice.**
- 10.6 The University will ensure that Students seek permission of the Practice, or their nominee, to operate photocopiers, printing machines and telephones for personal use. Personal photocopying, printing, faxing, scanning and phone call costs must be borne by Students.**

11 Parking

- 11.1 The Practice does not guarantee the availability of parking at any of its sites. Should the University's staff or Students park at a Practice, they shall comply with all of the Practice's parking policies.**

12 Infection Screening

- 12.1 In accordance with generally accepted standards of practice for healthcare professionals in New Zealand, the Practice and the University agree that no Student will be entitled to**

access to the Facilities where there is a known risk that the health of any Student is affected by any of the following infectious diseases:

- Hepatitis B; Measles; Rubella; Varicella zoster
- Methicillin Resistant staphylococcus aureus (MRSA) and

12.2 The University will accordingly determine (through clinical screening to be carried out by The Practice) the status of each Student in respect of the infectious diseases set out in 12.1. Where the risk of infection is identified the Practice may immediately deny access to the Student involved but shall then work in good faith with the University to explore the conditions (if any) consistent with generally accepted standards on which the Student may be able resume access.

13 Copyright, Intellectual Property and Confidentiality

13.1 The University acknowledges the Practice's copyright and intellectual property rights to all policy manuals, training manuals, protocols, practices, manuscripts and documentary records of the Practice whether the same are recorded or not, and will take all reasonable steps to ensure that its Staff or Students do not reproduce, duplicate, store or copy any such material whether in print form or electronically, without the consent of the Practice and then only so far as is necessary for the purpose of instruction of its Students.

13.2 The Practice acknowledges the University copyright and intellectual property rights to all policy manuals, training manuals, protocols, practices, manuscripts and documentary records of the University whether the same are recorded or not, and will take all reasonable steps to ensure that its Staff or other Students do not reproduce, duplicate, store or copy any such material whether in print form or electronically, without the consent of the University and then only so far as is necessary for the purpose of the instruction if its Staff and education and instruction of its Students.

13.3 Where Students' educational assignments are based on clinical and/or ethical reasoning related to Practice case examples, confidentiality of the service setting and client will be preserved.

14 Termination:

14.1 Either The Practice or the University may terminate this Agreement if the other party has either breached an obligation or failed to perform an obligation required under this Agreement.

14.2 Before terminating this Agreement either party shall give the other party written notice of the breach and request that party to remedy that breach within a specified reasonable time.

14.3 Where the party in breach has failed to remedy the breach within the specified time of the written notice issued under Clause 15.2, this Agreement will terminate forthwith upon further written notice being given by the party issuing the notice under clause 15.2.

14.4 The University may without prejudice to its right to claim damages or seek compensation or enforce any other rights it may have under this Agreement or at Law terminate this Agreement where it reasonably considers that the Practice is misusing funds allocated to it by the University.

14.5 Where a termination notice is issued the University shall not be obliged to pay the Practice other than for work already performed and the Practice shall not be obliged to undertake further work.

15 Mediation and Arbitration:

- 15.1** In the event of any disputes or differences between the parties, the Practice and the University shall attempt to resolve the differences themselves or by means of a mediator acceptable to both parties.
- 15.2** If these attempts are unsuccessful, any disputes or differences between the Parties in relation to this Agreement or as to any other matter arising under this Agreement or in relation to the Parties' rights or obligations under this Agreement shall be referred to arbitration in accordance with the Arbitration Act 1996.
- 15.3** The arbitration shall be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that Party's desire to have the matter referred to arbitration.
- 15.4** The arbitration shall be by one arbitrator if the Parties can agree upon one and, if not, then by two arbitrators, one to be appointed by each Party and their umpire to be appointed by the arbitrators before they begin to consider the dispute or difference.
- 15.5** In the event that the subject matter of the Arbitration raises issues that are or may be the subject of enquiry by any professional, statutory or other body the Arbitrator shall not proceed fully to determine matters unless and until that can be done without impacting upon the processes of the other body or bodies.
- 15.6** The award in the arbitration shall be final and binding on the Parties.

16 No Assignment

- 16.1** Neither Party may transfer any rights or obligations in this Agreement, except as provided by this Agreement.

17 Costs

- 17.1** Each Party is to meet its own costs relating to the negotiation, preparation and completion of this Agreement and also to any variation of this Agreement.

18 Amendments

- 18.1** The Parties may amend this Agreement at any time during its term. All such amendments will be in writing, dated and signed by the representatives of each Party, and a copy of each such amendment will be attached as a schedule to this Agreement and dated and signed by the authorised representatives of each Party.

19 Force Majeure

- 19.1** Neither Party is in breach of this Agreement if its breach is caused by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or other calamity beyond the control of either party.
- 19.2** For the avoidance of doubt, labour disputes shall not be Force Majeure events. Students will be withdrawn in the event of labour disputes.
- 19.3** If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of such reasons such Party must give written notice to the other of such inability stating the reason. An email to the University Head of Department constitutes written communication.
- 19.4** The operation of this Agreement will be suspended during the period (and only during the period) in which the reason continues. Immediately upon the reason ceasing to exist the Party relying upon it must give written advice to the other of this fact. If the reason continues for a period of more than 90 days and substantially affects the funding

arrangement in this Agreement the Parties agree to consult together for the purpose of agreeing what action should be taken in the circumstances and, if appropriate, must negotiate in good faith to amend and modify appropriately the provisions and terms of this Agreement as necessary to escape the reason in question for the inability to perform. If such negotiations are unsuccessful the Party not claiming relief under this clause has the right to terminate this Agreement upon giving 30 days written notice of such termination to the other Party.

Signed on behalf of **THE UNIVERSITY OF AUCKLAND**
by

Date.....

Signed on behalf of < Insert Practice Name > by

Date.....

The nominated GP teacher(s) responsible for teaching for the duration of this contract with
< Insert Practice Name > will be

Name	Email address
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____
9 _____	_____

(GP teachers are experienced General Practitioners, Fellows of the RNZCGP or the equivalent, with an interest in and commitment to teaching, who are prepared to participate in training opportunities to be provided)

Other staff involved in teaching at the Practice (for example nurses)

Name

Email address

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Schedule 1

Administration and Payment

This Agreement relates to the [20XX] year and to extends to the placement of Year 2, Year 4, Year 5 and Year 6 Students.

The University of Auckland shall supply a schedule of attachment dates to the Practice in advance of the arrival of the Student(s). The Practice will itemise the preferred number and dates of placements for the annual period, and any requirements / preferences about Students on the Shedule provided.

The number and dates of placements will then be confirmed by University of Auckland. While every effort will be made to send a Student for every confirmed placement, sickness, failures and withdrawals may occasionally preclude a Student attending a placement.

The University of Auckland shall supply the names of the Students prior to the attachments commencing, and advise named Students to then contact the Practice directly.

The Practice will make every effort to have the confirmed attachments available for each Student. If serious sickness or other extraordinary circumstances arise which preclude the Student attachment, the Practice will immediately notify the University of Auckland.

The University of Auckland will pay the Practice for access to the Facilities and clinical experience in the month following each attachment, at the rate of \$50 per half-day per Year 2 or \$xxx plus GST per week per Year 4, 5 or 6 Student hosted at the Practice for their GP attachment. Should any Students be excluded from these Services for any reason, the invoice and payment shall be pro-rated.

The Practice is required to send an invoice including bank account details to the appropriate Programme Administrator at the Department of General Practice and Primary Health Care.