

Supervisor Deed Poll

For supervision of clinical placements within a Division of the Department of Health 2022–2025

THIS DEED POLL is made by

(Supervisor)

in favour of:

STATE OF QUEENSLAND through the Queensland Health (Department)

AND

(Division)

AND

(Education Provider)

BACKGROUND

- A. The Education Provider has entered into an agreement with the Department dealing with the placement of students within Queensland Health facilities (**Student Placement Deed**).
- B. The Supervisor has been nominated by the Education Provider as a supervisor of the Student/s during the Placement.
- C. Queensland Health will collect information about the Supervisor and share information and opinions about the Supervisor with the Education Provider for reasonable purposes associated with the Supervisory Activities.
- D. The Supervisor will access Confidential Information in the course of the Supervisory Activities and must keep that information confidential.
- E. It is a condition of commencing and performing Supervisory Activities that the Supervisor agree to and comply with this Deed Poll.

OPERATIVE TERMS

1. Interpretation

1.1. In this Deed Poll:

Confidential Information means any information which by its nature is confidential, is received on the understanding that it is confidential, or is marked as being confidential and includes:

- (a) information about clinical processes, policies and procedures, commercial operations, financial arrangements or affairs of Queensland Health;
- (b) information which identifies or relates to patients and staff of Queensland Health;

- (c) information that is protected as confidential information under Queensland health portfolio legislation, including the *Hospital and Health Boards Act 2011* (Qld),
- (d) the terms of this Deed Poll and the Supervisory Activities;
- (e) Personal Information and Patient Treatment Records; and
- (f) all other Material disclosed or made available by Queensland Health to the Supervisor in connection with the Supervisory Activities, this Deed Poll or the Student Placement Deed;

but does not include information that is publicly known for reasons other than as a result of the Supervisor's breach of this Deed Poll or information lawfully in the possession of the Supervisor through a source other than Queensland Health.

Department means the State of Queensland acting through Queensland Health and Personnel of the Department.

Education Provider means the organisation identified at the start of this Deed Poll.

Facility means either:

- (a) a public sector hospital, community-based health service or other facility or service run by the HHS or within the Department; or
- (b) a home or care facility the Student attends under the direct supervision of approved Queensland Health Personnel to provide a supervised clinical service that is the responsibility of the HHS,

and which the Student attends for the purposes of the Placement.

HHS means the hospital and health service responsible for the delivery of public health services at a Facility and is named at the start of this Deed Poll (if applicable).

Intellectual Property includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeder's rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of this Deed Poll, but excludes Moral Rights.

Material means all material including books, documents, information, computer software, equipment, and data stored by any means.

Moral Rights has the meaning given to it in section 189 of the *Copyright Act 1968* (Cth).

Patient Treatment Records means the records of a Patient or group of Patients, and associated administrative records, in paper or electronic format (inclusive of assessment/test results and

appointment information), which identifies and contains Personal Information about a Patient or a group of Patients (as the case may be).

Personal Information has the meaning given in the *Information Private Act 2009* (Qld), which at the date of this Deed Poll 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 an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

Placement means the placement of a Student at a Facility under the Student Placement Deed for the purpose of clinical health practical education.

Queensland Health means, as the context permits, either:

- (a) the Department and the HHS operating the Facility relevant to the Placement;
- (b) the Department or the HHS operating the Facility relevant to the Placement; or
- (c) the Department and all of the Hospital and Health Services established under the *Hospital and Health Boards Act 2011*.

Student means any students of the Education Provider undertaking a Placement.

Student Placement Deed means the legal instrument between the State of Queensland, acting through Queensland Health, and the Education Provider, to enable pre-entry clinical placements in Queensland Health Facilities.

Supervisor means the person identified at the start of this Deed Poll.

Supervisory Activities means management of the Placement and oversight of Students in a Facility for the Education Provider.

1.2. This Deed Poll is governed by and construed in accordance with the laws of the State of Queensland. The Supervisor submits to the jurisdiction of the Courts of the State of Queensland.

1.3. This Deed Poll will take effect once the Supervisor has executed it.

2. Obligations of Supervisor during the Placement

2.1. The Supervisor acknowledges and agrees that whilst performing the Supervisory Activities they will not be an employee of Queensland Health and Queensland Health has no obligation to remunerate or otherwise pay any fees to the Supervisor in respect of the Supervisory Activities.

2.2. The Supervisor agrees to undergo a criminal history check prior to commencing the Supervisory Activities in a Facility regardless of the length of the Supervisory Activities.

- 2.3. The Supervisor agrees to comply with the Working with Children Check (Blue Card) requirements as outlined under the *Working with Children Check (Risk Management and Screening) Act 2000* (Qld) (or successor legislation) including obtaining a Blue Card.
- 2.4. The Supervisor agrees to comply with all relevant Deeds, policies, procedures, directives, and directions of Queensland Health whilst performing the Supervisory Activities, including procedures regarding:
- (a) immunisation and infection control;
 - (b) occupational health and safety, manual handling, working with hazardous substances and dangerous goods;
 - (c) dress requirements and identification;
 - (d) motor vehicle use;
 - (e) access to and use of Queensland Health information and technology systems;
 - (f) the Student Placement Deed, of which a generic Deed is available on the Department's website at <http://www.health.qld.gov.au>; and
 - (g) any other Queensland Health policy or guideline.
- 2.5. The Supervisor will use all Materials provided by Queensland Health strictly in accordance with any conditions communicated to the Supervisor by Queensland Health or the Education Provider. The Supervisor will return all Queensland Health Material to Queensland Health upon completion or earlier termination of the Supervisory Activities or upon request by Queensland Health.
- 2.6. The Supervisor will not:
- (a) distribute, copy or take photocopies of any policies, rules, procedures or manuals of a Facility or Queensland Health for a purpose not connected with the Supervisory Activities, without the prior written consent of Queensland Health;
 - (b) communicate to any person any information obtained during attendance at a Facility, which could identify an individual who is receiving or has received a public sector health service, unless:
 - (i) the Supervisor is compelled or authorised to do so by law;
 - (ii) the individual consents to the disclosure and only subject to the terms of consent; or
 - (iii) the disclosure is required for further treatment of the individual.
- 2.7. The Supervisor warrants that they:

- (a) hold the professional qualifications and registrations (if any) required or recommended under the *Health Practitioner Regulation National Law Act 2009* (Qld) and under any relevant state legislation to undertake Supervisory Activities; and
 - (b) comply with credentialing requirements specified under Queensland Health policy and guidelines for the supervision of students in a Placement.
- 2.8. The Supervisor must ensure that they hold or are covered under the Education Provider's insurance policy for:
- (a) public liability insurance for not less than \$10 million per occurrence;
 - (b) medical indemnity insurance and/or professional indemnity insurance for not less than \$10 million per claim and \$20 million in the aggregate, to be maintained for a period of 6 years after completion of the Supervisory Activities;
 - (c) personal accident insurance with a reputable Australian insurer on terms and conditions reasonably available in the market to cover the Supervisor in respect of injury sustained or illness arising whilst undertaking the Supervisory Activities, including but not limited to injury or illness arising out of or in the course of:
 - (i) driving or being a passenger in a vehicle;
 - (ii) being a passenger in fixed-wing or helicopter aircraft as travel to undertake the Supervisory Activities at Facilities; and
 - (iii) undertaking Supervisory Activities at a Facility; and
 - (iv) undertaking activities associated with the Supervisory Activities at premises not owned or operated by Queensland Health, including private residences.
 - (d) cyber insurance in accordance with the Student Placement Deed.
- 2.9. The Supervisor must provide satisfactory evidence of compliance with this Deed Poll to Queensland Health and the Education Provider on request.
- 3. Ownership of Material and Patient Treatment Records**
- 3.1. The Supervisor acknowledges and agrees that the Department owns all right, title to and Intellectual Property in all Patient Treatment Records and any existing Material supplied by Queensland Health to the Supervisor of the purpose of the Supervisory Activities.

- 3.2. If the Supervisor creates, modifies or adapts any Patient Treatment Records, then any newly created Intellectual Property in the Patient Treatment Records automatically vests in the Department upon its creation and the Supervisor waives all Moral Rights in respect of the Patient Treatment Records.
- 3.3. If the Supervisor creates, modifies or adapts any Material as a result of the Supervisory Activities:
- (a) that contains, is based upon, adapts, uses, modifies or incorporates a substantial amount of Material owned by or licensed to Queensland Health into the Material that the Supervisor creates;
 - (b) was produced by the Supervisor in conjunction or consultation with an employee, contractor or agent of Queensland Health;
 - (c) as a result of Queensland Government funding,
- the Supervisor agrees that all right, title to and Intellectual Property in that Material automatically vests in the Department upon its creation and the Supervisor waives all Moral Rights in respect of the Material.
- 3.4. The Supervisor agrees to do all things and execute all documents necessary to ensure that ownership of Patient Treatment Records and Material referred to in clauses 3.2 and 3.3 and Intellectual Property in them vests in the Department.
- 3.5. If:
- (a) the Supervisor creates Material as a result of the Supervisory Activities;
 - (b) the Material is not dealt with under clauses 3.2 and 3.3;
 - (c) the Supervisor owns the Intellectual Property in the Material; and
 - (d) the Material is intended by Queensland Health to be used for the benefit of Queensland Health and/or Queensland Health patients,
- then the Supervisor will negotiate in good faith with Queensland Health to enter into a separate agreement dealing with the ownership and licensing of the Material.

4. Confidential Information

- 4.1. The Supervisor agrees to only use and disclose the Confidential Information for the purpose of performing the Supervisory Activities or as otherwise required by law.
- 4.2. The Supervisor will:
- (a) keep the Confidential Information strictly secret and confidential and not disclose any Confidential Information to a third party except as authorised by Queensland Health;

- (b) not make copies or duplicates of the Confidential Information;
 - (c) keep Confidential Information in secure, safe custody and confidential including by:
 - (i) establishing and maintaining effective security measures to safeguard such Confidential Information from unauthorised access or use;
 - (ii) keeping the Confidential Information under the Supervisor's control;
 - (iii) immediately notifying Queensland Health of any suspected or actual unauthorised use, copying or disclosure of the Confidential Information of which the Supervisor is aware;
 - (iv) providing such assistance as is reasonably requested by Queensland Health in relation to any proceedings that Queensland Health may take against any person for unauthorised use, copying or disclosure of the Confidential Information; and
 - (d) ensure that patient confidentiality and confidentiality of patient and deceased person's dental records is strictly maintained and otherwise comply in all respects with the requirements of the *Hospital and Health Boards Act 2011* (Qld) and other confidentiality policies of Queensland Health applicable to employees of Queensland Health.
- 4.3. The Supervisor acknowledges that approval is required before identifiable patient information can be used for research purposes. The Supervisor must contact Queensland Health for further information on using identifiable patient information for research purposes.
- 4.4. The Supervisor acknowledges and agrees that nothing in this Deed Poll limits any of the Supervisor's legislative obligations, including under the *Hospital and Health Boards Act 2011*.
- 4.5. Any Confidential Information disclosed to the Supervisor by Queensland Health remains the property of Queensland Health. The Supervisor agrees that disclosure of the Confidential Information to the Supervisor under this Deed Poll must not be construed as granting any licence or other right to use the Confidential Information other than as set out in this Deed Poll.
- 4.6. Where:
- (a) the Student Placement Deed is terminated;
 - (b) Queensland Health requests in writing; or
 - (c) the Supervisor breaches this Deed Poll,

Queensland Health may demand that the Supervisor immediately return to Queensland Health any Confidential Information in the possession of the Supervisor or alternatively, at Queensland Health's request, destroy or erase the Confidential Information in the possession of the Supervisor. The Supervisor

must comply with the demand immediately and must promptly provide written proof to Queensland Health of such compliance.

- 4.7. The Supervisor agrees to immediately comply with any other requirements and directions of Queensland Health in respect of the Confidential Information.

5. Privacy

- 5.1. Queensland Health will collect Personal Information about the Supervisor for purposes associated with the Supervisory Activities. Queensland Health's information privacy obligations are set out in the *Information Privacy Act 2009* (Qld).
- 5.2. The Supervisor has the right to access information that Queensland Health holds about the Supervisor. If the Supervisor wants to make an application to access information held by Queensland Health, the Supervisor will contact the delegated decision-maker within the Facility at which the Supervisor is undertaking the Supervisory Activities.
- 5.3. Queensland Health and the Education Provider will disclose information and opinions about the Supervisor to each other for purposes associated with the Supervisory Activities, including in the following circumstances:
- (a) where Queensland Health is of the opinion the Supervisor's activities or behaviour are inappropriate;
 - (b) where Queensland Health is of the opinion that action is required to be taken against the Supervisor;
 - (c) where Queensland Health is of the opinion that the Supervisor is not suitable to undertake or continue with the Supervisory Activities;
 - (d) for the purposes of facilitating the Supervisory Activities;
 - (e) for the purposes of the Supervisor being removed from a Queensland Health facility; and
 - (f) any other circumstances related to the Supervisory Activities.
- 5.4. Except as set out in paragraph 5.3, Queensland Health will only disclose information that it holds about the Supervisor with their consent or where disclosure is required or authorised by law.
- 5.5. The provisions of this Deed Poll regarding the Supervisor's Personal Information will continue for the duration of the Supervisory Activities, subject to the Supervisor's right to withdraw this consent. The Supervisor acknowledges that they may withdraw this consent by providing written notice to Queensland Health and the Education Provider. A withdrawal of consent will affect the Supervisor's ability to continue with the Supervisory Activities.

6. Injunctive relief

6.1. The Supervisor acknowledges that:

- (d) the value of the Confidential Information is such that any award of damages or account of profits may inadequately compensate Queensland Health in the event of a breach of this Deed Poll by the Supervisor; and
- (e) without compromising Queensland Health's right to seek damages or any other form of relief in the event of a breach of this Deed Poll, Queensland Health may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Supervisor from any breach or threatened breach of this Deed Poll without the necessity of proving that any actual damage has been sustained or is likely to be sustained by Queensland Health.

SIGNED AS A DEED POLL

**SIGNED, SEALED AND DELIVERED BY
THE SUPERVISOR** in the presence of:

.....
(signature of witness)

.....
(name of witness)

)
).....
) (signature of Supervisor)
)
).....
) (name of Supervisor)
)
) (date)

[ENDS]