

# SESLHD POLICY COVER SHEET



**Health**  
South Eastern Sydney  
Local Health District

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| <b>NAME OF DOCUMENT</b>                                    | Honorary Allied Health Appointments  |
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| <b>KEY TERMS</b>   | Allied Health, Honorary appointment  |
| <b>SUMMARY</b>   | This document outlines the Memorandum of Understanding process to be followed when engaging an allied health professional in an honorary capacity. |

**COMPLIANCE WITH THIS DOCUMENT IS MANDATORY**  
**This Policy is intellectual property of South Eastern Sydney Local Health District.**  
**Policy content cannot be duplicated.**

Feedback about this document can be sent to [seslhd-executiveservices@health.nsw.gov.au](mailto:seslhd-executiveservices@health.nsw.gov.au)

### 1. BACKGROUND

South Eastern Sydney Local Health District (SESLHD) recognises the potential contribution to its services of Allied Health Professionals (AHP) who are not employed by SESLHD but are prepared to contribute to SESLHD in an honorary capacity. This may include but not be limited to AHP's employed by other agencies, universities or in private practice. It may also apply to allied health professionals employed by external agencies conducting research within SESLHD.

Applications for an honorary appointment may be made whenever an appropriate opportunity or need arises. Such positions will generally not be advertised. It is the responsibility of the Team/Service/Unit in which the honorary AHP will work, to sponsor an application for an honorary appointment.

### 2. RESPONSIBILITIES

The relevant Allied Health Head of Department should discuss the proposed arrangement with the potential AHP appointee and other relevant management personnel including the relevant SESLHD Director of Operations. This may be initiated by either party.

The service where the honorary appointment will be made must document the role proposed for the honorary AHP, specifying details of what is and is not required.

The SESLHD Allied Health Grading Committee (AHGC) is responsible for reviewing the application/ Memorandum of Understanding and making recommendations to the SESLHD Chief Executive via the Director of Improvement and Innovation/Director Allied Health. The Psychology Credentialing Committee will review any psychology applications.

### 3. PROCEDURE

**3.1** If it is determined that both parties wish to pursue an appointment, the potential appointee will prepare an application for honorary status to the relevant Allied Health Head of Department.

The application should include:

- Cover letter
- Curriculum Vitae highlighting training and experience and including the names and contact details of three referees
- Application for Appointment
- Certified copies of Qualification/Registration (if relevant) and Proof of Identification (originals to be sighted by relevant Department Head)
- Signed Criminal Record Check (CRC) and Prohibited Employment Declaration forms
- Details of Immunisation Status

- 3.2 Department Head refers application to the SESLHD AHGC or Psychology Credentialing Committee.
- 3.3 SESLHD AHGC/ Psychology Credentialing Committee reviews application. The relevant committee interviews applicant if required. The committee accepts or declines application.
- 3.4 If accepted, the relevant Head of Department obtains and sights original 100 points identification, qualifications and, if relevant, registration requirements, collects the signed CRC and Prohibited Employment Declaration forms and negotiates a proposed commencement date, subject to the return of a satisfactory CRC result. The Memorandum of Understanding (MOU) document (Appendix 1) is completed by both parties detailing the proposed operational schedule.
- 3.5 The proposed MOU is sent to the facility Director of Operations then the Director Allied Health with a covering Brief for endorsement. If endorsed, the Director Allied Health to forward MOU to the SESLHD Chief Executive for approval, with a covering brief. The SESLHD Chief Executive may also seek the input and endorsement of the SESLHD Clinical and Quality Council.
- 3.6 If the SESLHD Chief Executive approves the proposed honorary appointment, the Director Allied Health documents the details of the approved honorary appointment in a centralised spreadsheet and forwards the signed mandatory 100 point identification, Employment Declaration and CRC forms to Workforce Services for the CRC to be lodged. The relevant Director of Operations to be advised when this has occurred.

#### 4. APPENDICES

- Appendix 1 Acceptance Form
- Appendix 2 Memorandum of Understanding
- Appendix 3 Flowchart of Appointment Process

#### 5. DOCUMENTATION

**Memorandum of Understanding** (MOU) between SESLHD and the practitioner/organisation (Appendix 2)

#### 6. AUDIT

The Director Allied Health or delegate to audit compliance with the MOU every 12 months or as required.

#### 7. REFERENCES

Sydney Children's Hospitals (Westmead) Draft Honorary Allied Health practitioners MOU and flowchart

Hunter New England LHD Draft Honorary Appointment of Allied Health practitioner's Procedure

### 8. REVISION AND APPROVAL HISTORY

| Date       | Revision No. | Author and Approval                         |
|------------|--------------|---|
| July 2011  | Draft        | Trish Bradd, Director Allied Health SES LHD |
| Sept 2011  | 1            | Trish Bradd, Director Allied Health SES LHD |
| Sept 2011  | 1            | Endorsed by SESLHD DET Committee            |
| March 2018 | 2            | Claire O'Connor Director Allied Health      |

# SESLHD POLICY

## Honorary Allied Health Appointments

SESLHDPD/301

### APPENDIX 1

# ACCEPTANCE

|   |  |             |  |
|---|--|-------------|--|
| <b>POSITION</b>   | <b>Honorary Allied Health Practitioner</b>   |             |  |
| <b>FULL NAME</b>  |  |             |  |
| <p>I hereby accept the offer of honorary appointment with South Eastern Sydney Local Health District (SESLHD) as an Honorary Allied Health Practitioner and the associated conditions.</p> <p>I understand that while I have honorary status at South Eastern Sydney Local Health District, I may have access to confidential data or information collected for purposes of client care, administrative, statistical or other purposes. Such confidential information includes the identity of, and personal and health information about individual persons, budgeting, financial, statistical, payroll, or personnel information.</p> <p>I undertake not to access any personal information unless such information is essential for me to properly and efficiently perform my duties. I undertake strictly to preserve the confidentiality of this information and I understand that a breach of this undertaking may result in disciplinary action.</p> <p>In the event of my resignation or termination from my honorary status at South Eastern Sydney Local Health District, I acknowledge that I will return any Health District property provided to me (i.e. ID Badge, keys etc...)</p> |  |             |  |
| <b>Please indicate</b>  | <b>THE FOLLOWING ITEMS HAVE BEEN READ AND UNDERSTOOD.</b>  |             |  |
| <input checked="" type="checkbox"/>   |  |             |  |
|   | Honorary Practitioners will be appointed for three years from on 1 July in each triennium or until your work with the Health District has concluded. Appointment at other times will be for the remainder of the current triennium unless stated otherwise in the appointment notification.  |             |  |
|   | Honorary Practitioners will be expected to attend continuing education activities.   |             |  |
|   | Honorary Practitioners may be consulted regarding patients from time to time by members of their District professional department. This would be done only with prior approval of the Attending Medical Officer.   |             |  |
|   | An Honorary appointment does not provide you with professional indemnity or workers compensation cover.  |             |  |
|   | Honorary Practitioners may be invited to participate in special clinics as arranged from time to time with the Heads of the clinics.   |             |  |
|   | Honorary Practitioners will be expected to participate in the continuing education activities and quality assurance programs of the appropriate hospital department.   |             |  |
|   | <p>Honorary Practitioners will be expected to meet the below credentialing and pre-appointment check requirements. I acknowledge that this offer of appointment is conditional on the following clearances, original documents and requirements being met prior to my commencement.</p> <ol style="list-style-type: none"> <li>1. Original current NSW Registration (if applicable) to be provided to the head of their hospital professional department on commencement and by the date due each year</li> <li>2. Original Postgraduate Qualification (if applicable)</li> <li>3. Cleared Criminal Record Check and Working With Children Background Check</li> <li>4. Original Proof of Identity (to 100 points)</li> <li>5. Satisfactory Medical Assessment (if applicable)</li> <li>6. Satisfactory Evidence of Protection against Specified Infectious Diseases and Tuberculosis or demonstrated commitment to complete within six (6) months of commencement of employment</li> </ol> <p>I understand that the Health District reserves the right to withdraw this offer of appointment if I fail to meet the above requirements</p> |             |  |
| <b>Please Indicate</b>  | <b>THE FOLLOWING DOCUMENTS ARE COMPLETED, SIGNED AND RETURNED TO DIRECTOR ALLIED HEALTH</b>  |             |  |
| <input checked="" type="checkbox"/>   |  |             |  |
|   | Application for Appointment form   |             |  |
| I agree to make myself familiar with and observe NSW Health Department and the South Eastern Sydney Local Health District Laws, Rules, Regulations, Policies and Procedures, as amended from time to time.  |  |             |  |
| <b>SIGNED</b>   |  | <b>DATE</b> |  |
| <b>SEND TO</b>  | <b>Attention: Director Allied Health, Level 4 District Executive Unit Sutherland Hospital</b><br>South Eastern Sydney Local Health District Locked Bag 21<br>TAREN POINT NSW 2229  |             |  |

**APPENDIX 2****MEMORANDUM OF UNDERSTANDING**

between

[insert name]

[insert classification]

[insert organisational name]

(Honorary Allied Health Practitioner)

and

The South Eastern Sydney Local Health District

**1. Preamble**

- 1.1 South Eastern Sydney Local Health District (SESLHD) and the above named Allied Health Practitioner have agreed to collaborate in the provision of health and medical services as outlined in this Memorandum of Understanding (MOU).
- 1.2 This document is a Memorandum of Understanding and is not intended to create binding or legal obligations on either party. The specific details of any matter will be set forth in agreements supplemental to this Memorandum.

**2. Purpose**

- 2.1 The purpose of this MOU is to enable the Allied Health Practitioner to provide assistance to SESLHD in the provision of services and treatment to patients and their families. This MOU also includes joint collaboration in education and research projects and facilitate the exchange of knowledge, services and ideas in an atmosphere of friendship and co-operation that can be undertaken on the basis of equality, reciprocity and mutual benefit.

### 3. Form of Collaboration

- 3.1 Under this MOU both parties undertake to encourage, facilitate and promote co-operation in health services and other clinical, non clinical, educative and research issues of mutual benefit and interest through:
- 3.1.1 Collaboration in the treatment of patient(s) and their significant others consistent with the patient's plan of care.
  - 3.1.2 Joint research, study opportunities, use of facilities and training sites and collegial interaction between appropriate personnel where common interests and purpose exist;
  - 3.1.3 Joint organisation of meetings and conferences on subjects of mutual interest;
  - 3.1.4 The training of practitioners and/or students according to the agreed needs and capacity of the parties.
  - 3.1.5 Other forms of co-operation that may, from time to time, be mutually determined by the two parties.
- 3.2 The Operational Schedule for this MOU is outlined in Appendix 1.

### 4. SESLHD Responsibilities

- 4.1 SESLHD will initiate the collaboration with the Allied Health Practitioner in relation to the treatment of the patient(s) and their family.
- 4.2 SESLHD will provide the Allied Health Practitioner with information relevant to the patients' plan of care.
- 4.3 SESLHD will provide the Allied Health Practitioner with access to the facility and relevant medical records.
- 4.4 SESLHD will provide the Allied Health Practitioner copies of or access to all regulations, policies and procedures including, but not limited to:
- 4.4.1 emergency and safety standards and procedures;
  - 4.4.2 infection control;
  - 4.4.3 sexual harassment;
  - 4.4.4 dress standards;
  - 4.4.5 occupational health and safety standards;
  - 4.4.6 confidentiality;
  - 4.4.7 ethical standards required by SESLHD;

4.4.8 handling of medical records

4.4.9 NSW Health Code of Conduct

- 4.5 SESLHD will provide the relevant documentation to the Allied Health Practitioner in relation to the implementation of this MOU.
- 4.6 SESLHD will complete the relevant background checks in relation to the Allied Health Practitioner including identity, Working with Children, verification of qualifications and registration (where applicable), vaccination and others as may be determined from time to time by NSW Health.
- 4.7 SESLHD will provide access to SESLHD-mandated training courses.
- 4.8 SESLHD will collaborate with the Allied Health Practitioner in research and student supervision opportunities.

### **5. Practitioner Responsibilities**

- 5.1 The Allied Health Practitioner will complete SESLHD documentation as instructed, including proof of identity, provision of original qualifications and evidence of professional registration where required. It is the Practitioner's responsibility to ensure that professional registration, where required, is maintained during the term of this MOU and provide evidence of this to SESLHD.
- 5.2 The Allied Health Practitioner will provide evidence of professional indemnity (medical negligence) insurance of \$20,000,000 consistent with NSW Health requirements, which may vary from time to time. It is the Practitioner's responsibility to ensure this insurance remains effective during the term of this MOU and provide evidence of this to SESLHD.
- 5.3 The Allied Health Practitioner will provide evidence of protection against infectious diseases and tuberculosis screening as per NSW Health requirements which may vary from time to time.
- 5.4 The Allied Health Practitioner will attend mandatory training as determined by SESLHD within the first three months (90 calendar days) of this MOU. This training may include Fire Safety, Child Protection and Hospital Orientation.
- 5.5 The Allied Health Practitioner will comply with NSW Health and SESLHD policies including the Code of Conduct and others as described above.
- 5.6 The Allied Health Practitioner will adhere to mutually agreed treatment goals aligned with the patient's plan of care.

- 5.7 The Allied Health Practitioner will work within their recognised field of expertise and work collaboratively with members of the multidisciplinary team.
- 5.8 The Allied Health Practitioner will be responsible for their own administrative costs including but not limited to stationery, parking fees, equipment and resources required to complete professional duties such as developmental tests, laptops, and mobile phones.
- 5.9 The Allied Health Practitioner will inform SESLHD immediately if there are involved in any professional disciplinary matters, legal proceedings or other related matters.

### **6. Financial Arrangements**

- 6.1 There will be no exchange of monies between the Parties. Each Party will meet their own costs incurred in the implementation of this MOU.

### **7. Confidentiality and Protection of Intellectual Property**

- 7.1 The exchange of information between the two Parties, whether in relation to clinical, non-clinical, management, research or education, provided by way of this MOU or subsequent specific agreement in relation to a particular project, will be subject to any conditions of confidentiality which the disclosing hospital wishes to impose, notwithstanding any other areas of co-operation that are already stated in or developed from the MOU.
- 7.2 Both Parties acknowledge and agree that under this MOU each Party retains all their intellectual property rights and will only be entitled to exercise the other Party's intellectual property rights on mutually agreed terms and conditions on a case by case basis and confirmed through a binding written agreement.
- 7.3 Intellectual property jointly developed will be jointly owned.

### **8. Non-exclusivity**

- 8.1 Nothing in this MOU shall be construed as limiting the rights of either Party to affiliate or contract with any other institution while this MOU is in effect.

### **9. Notices**

- 9.1 Any notices given herein must be in legible writing, in English shall and signed by its Authorised Officer as outlined below and must be served by either:
- 9.1.1 hand with signed receipt

9.1.2 courier

9.1.3 facsimile – which must be acknowledged as received and legible

9.1.4 email - which must be acknowledged as received and legible

9.1.5 registered or certified pre-paid mail addressed to the Authorised Officer of each Party

9.2 Authorised notices to Party A shall be addressed as follows:

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

Attention: XXXXXXXX

9.3 Authorised notices to SESLHD shall be addressed as follows:

District Executive Unit, Level 4, Sutherland Hospital

Locked Mail Bag 21

TAREN POINT NSW 2229 Australia

Attention: Director of Allied Health

Email: [claire.oconnor@health.nsw.gov.au](mailto:claire.oconnor@health.nsw.gov.au)

9.4 Either Party may change the address to which communications are to be directed by giving written notice to either Party in the manner provided for herein.

## 10. Term of Memorandum

10.1 This Memorandum shall be effective as of the latter date signed below and shall continue in effect through June 30, 20XX.

10.2 This Memorandum may be terminated by either Party with or without cause and without any penalty, by the terminating Party upon giving the other Party thirty (30) calendar days notice in writing. Notices will be in accordance to Clause 9.

10.3 This Memorandum may be amended or varied from time to time provided that such amendment or variation is evidenced in writing and signed by the parties. Notices will be in accordance to Clause 9.

10.4 This Memorandum may be terminated immediately by SESLHD if SESLHD becomes aware of any serious allegations made against the practitioner such as deregistration, serious misconduct, criminal activity or other serious matters or as described in Clause 12.

**11. Dispute Resolution**

- 11.1 If there is a dispute regarding service level, areas of responsibility or specific requirements, a meeting will be held with all relevant Parties to review available options and agree on which action to take. Disputes shall, as far as is possible, be satisfied by agreement between the Parties.
- 11.2 In cases where a dispute over the service or a request for change is unable to be resolved, the complainant shall request such a special meeting. They are required to document the process to date and explain the problem. This documentation must be forwarded to the Authorised Officer of the other Party at least 24 hours prior to the meeting. Minutes of the meeting will be recorded and signed off by all Parties.
- 11.3 In the event that the Parties cannot resolve the dispute, then the Parties agree that the MOU will be dissolved.
- 11.4 Each Party will be responsible for meeting their own costs in relation to any dispute resolution.

**12. Pending Actions or Judgements Legal Proceedings**

- 12.1 The Allied Health Practitioner must advise SESLHD whether they have had any judgements awarded against them or are awaiting judgements which may adversely affect their performance of the MOU.

EXECUTED by the parties as Memorandum of Understanding

Date: \_\_\_\_\_ Date: \_\_\_\_\_

(Party A:)

[insert name]

[inset position]

[inset organisation name]

Chief Executive

South Eastern Sydney Local Health District

**APPENDIX 2A: OPERATIONAL SCHEDULE****Objective of MOU**

(What is the objective or purpose of this MOU? What does SESLHD want the Allied Health Practitioner to deliver? Delete this instruction once completed.)

**Discipline Covered**

(To what profession does the Allied Health Practitioner belong to? Delete this instruction once completed.)

**Area of Clinical Practice or Specialty**

(What is the clinical practice or area of speciality that the Allied Health Practitioner will work in? Where will the Allied Health Practitioner be located? For example, will the Allied Health Practitioner be working in rehabilitation to support discharge of families where the patient has a spinal injury? Delete this instruction once completed.)

**Services to be delivered**

(What is the scope of practice? Delete this instruction once completed.)

**Timetable of Services**

(What is the time period/timetable for these services? How often will the Allied Health Practitioner be on campus? Delete this instruction once completed.)

**Access to SESLHD Resources**

(What resources will the Allied Health Practitioner have access to? It is highly recommended that the Allied Health Practitioner only has access to information that is immediately relevant to the services that they will be providing at SESLHD. If the circumstances warrant access to SESLHD Resources, the Director of Allied Health must review and authorise this request. Delete this instruction once completed.)

**Names of SES LHD Contacts**

(The primary contact at SESLHD is the Head of Department for the Allied Health Practitioner's profession. The secondary contact at SESLHD is the Head of the Clinical Unit where the Allied Health Practitioner will be providing the services. At least one primary contact at SESLHD must be identified. Delete this instruction once completed.)

## APPENDIX 3 FLOWCHART OF APPOINTMENT PROCESS

