

# MEMORANDUM OF UNDERSTANDING

Between:

Western Sydney Local Health District (WSLHD) (ABN: 48 702 394 764) of PO Box 574 Wentworthville NSW 2145

and

The Royal Australian and New Zealand College of Radiologists (RANZCR) ABN: 37 000 029 883

Address: Level 9, 51 Druitt Street, Sydney NSW 2000.

## 1. Context

- a) As part of the cycle of RANZCR Clinical Radiology Training site accreditation, a site visit for Westmead Hospital occurred on 19 October 2019. RANZCR provided a Provisional Report to Westmead Hospital on 9 March 2020.
- b) The Final Report was issued to Westmead Hospital on 16 October 2020. The site was assessed and downgraded to a Level D by the Clinical Radiology Education and Training Committee (CRETC) till 31 July 2021.
- c) Westmead Hospital were required to address several concerns in their Final Progress Report by 19 July 2021. According to the CRETC, there was a failure to meet standards which resulted in the CRETC making the Decision to withdraw accreditation from Westmead Hospital.
- d) Withdrawal of accreditation was effective from 17 September 2021.
- e) Several Trainees raised issues in relation to the impact on their ongoing training for the remainder of the 2021 Clinical Training Year.
- f) Westmead submitted a Reconsideration of Decision application under the *Reconsideration, Review and Appeals of Decisions Policy. (RRADP)*. The College upheld the original decision under the Reconsideration process. Westmead Hospital intend to seek a Review of the Decision.
- g) Both parties signed a "Proposal for "Good Faith" Negotiations regarding the dispute in relation to the Accreditation at Westmead Hospital" (**Proposal**). Following this, WSLHD entered a negotiation process with RANZCR to defer the implementation of the Decision until the conclusion of the 2021 Clinical Training Year pending the development of a Memorandum of Understanding (**MOU**) (this document) as contemplated by the Proposal. This MOU gives effect to the Proposal, and in the event of inconsistency, this MOU prevails
- h) The MoU outlines the intentions of the two parties.

## 2. Primary Goals and objectives

- a) Despite the Decision to withdraw accreditation from the site, RANZCR would allow a special circumstance to accredit training time for the remaining and existing Clinical Radiology Trainees appointed to Westmead Hospital to accredit training time if it is conducted under a specific agreed educational and governance framework that ensures a continued opportunity to accumulate training time in a safe and effective training environment for the remainder of the 2021 Clinical Year to the reasonable satisfaction of RANZCR.
- b) To establish and maintain ongoing communication and engagement between WSLHD and RANZCR.

## 3. Duration of MOU

The MOU will apply from the date of signing by the Chief Executive of WSLHD and the CEO of RANZCR and will continue to apply until 11.59pm on 6 February 2022, being the end of the 2021 Clinical Year, or until termination by either party on the giving of two (2) week's written notice to the other following. Termination notice will only occur following the completion of the resolution processes as set out under Section 11 below

## 4. Behaviours

- a) WSLHD and RANZCR are committed to maintaining a positive, trusting, and cooperative working relationship and to maintaining open and timely communication throughout the term of the MOU.
- b) WSLHD and RANZCR will act in accordance with the spirit and intent of this MOU.
- c) All discussions, correspondence and documentation provided in relation to the MOU is on a without prejudice basis for both parties.
- d) At the will of the WSLHD, this MOU can form the initial steps to prepare for future application from Westmead Hospital for reaccreditation as a training facility with the RANZCR
- e) In the event of any dispute arising, the parties undertake to exhaust all avenues of resolution through good faith engagement in the processes set out under Section 11.

## 5. Key Measures

- a) The parties have agreed on a set of key measures that provide insight into the provision of safe and effective training to Clinical Radiology Trainees of RANZCR at Westmead Hospital for the duration of the MOU.
- b) Key measures to working towards a future application to reaccredit the training site are supported but secondary to the primary goals of the MOU.

- c) The measures and the monitoring process are set out in Appendix A

## **6. Roles and responsibilities**

- a) WSLHD undertakes to ensure that the agreed Key Measures set out in Appendix A are regularly monitored internally and a summary report provided to RANZCR monthly.
- b) Both parties agree to participate in a meeting of the Nominated Representatives of WSLHD and RANZCR with the purpose of ensuring that any issues are identified and addressed in a timely manner to enable the continuance of this MOU.
- c) RANZCR undertakes to ensure that any feedback or concerns relevant to the continuation of the MOU are raised through the agreed forum of the regular meeting of the Nominated Representatives with the purpose of ensuring that any issues are identified and addressed. If the Nominated Representatives are unable to resolve any matter, that it shall escalate to the CE / CEO of WSLHD and RANZCR.
- d) Both parties agree that, during the period of the MoU, up to three ad hoc site visits may occur to the training site. A minimum of 72 hours' notice will be provided of a planned visit and the timing is subject to the agreement of the Head of Department.

## **7. Representation and Working Group Membership**

- a) Mr Graeme Loy, CE of WSLHD and Mr Duane Findley, CEO of RANZCR are responsible for overseeing the MOU.
- b) A working group to assist in overseeing the auspices of the MOU and support the training site for the duration of the MOU will consist of of the following Nominated Representaives:
  - i. Head of Department, Westmead Radiology and / or a Director of Training, Westmead Radiology
  - ii. General Manager, Westmead Hospital
  - iii. Executive Director of Medical Services or representative
  - iv. Associate Director of Executive Medical Services
  - v. Chief Accreditation Officer, RANZCR
  - vi. Head of Workforce, RANZCR
  - vii. Manager, Accreditation, RANZCR

## 8. Meetings

- a) Both parties agree to participate in a meeting of the Nominated Representatives of WSLHD and RANZCR to be held on a fortnightly basis for the initial month of the MOU. Following this period, the meetings may revert to monthly at the discretion of the Nominated representatives. Meetings will occur through Microsoft Teams or via other electronic means as agreed.
- b) Meetings will be chaired by the General Manager, Westmead Hospital, WSLHD.
- c) At least 2 representatives from each party will attend each meeting.
- d) Attending representatives from the WSLHD must include a Director of Training or the Head of Department from the Training Site.
- e) Each meeting will review:
  - the Key Outcomes Monitoring report prepared by WSLHD to allow early identification of any areas of concern
  - any feedback received by RANZCR since the previous meeting. Where appropriate, feedback will be deidentified or themed to preserve the confidentiality of feedback provided by Trainees or Fellows but will be sufficiently specific to allow appropriate action to be taken by WSLHD
  - any feedback received from the departmental membership including the Trainees, Directors of Training, Clinical Supervisors, and the Head of Department.
- f) Meeting agendas and minutes including agreed action items will be prepared by the Office of the General Manager, Westmead Hospital and circulated to the working group no later than 2 days prior to, and following, the meeting respectively.

## 9. Confidentiality

- a) The parties acknowledge that information disclosed by one party to the other (**the disclosing party**) as part of this MOU may be confidential and, unless required by law, must not be disclosed to a third party except with the prior written consent of the disclosing party.

## 10. Communication of Outcome of Negotiations

- a) Upon signing of the MOU by the CE of WSLHD and the CEO of RANZCR, a joint communication will be issued to all stakeholders as follows:

*“RANZCR and WSLHD have reached an agreement by which RANZCR enables Trainees who remain at Westmead Hospital for the rest of the 2021 Clinical Training Year to have their training counted towards their accredited training time under strict conditions that have been agreed between RANZCR and the WSLHD. This is subject to the Trainees meeting the requirements set out in the RANZCR clinical Radiology Training Program. RANZCR and WSLHD*

*will continue to work closely together throughout this time to ensure that a safe and effective training environment is met. RANZCR will assist in guiding the application to reaccredit the Westmead Hospital for the purposes of Clinical Radiology Training”.*

- b) Stakeholders include but are not limited to: Clinical Radiology Trainees, Clinical Radiologists and Consultants in the Westmead Radiology Department and the senior medical staff of Westmead Hospital, NSW Ministry of Health, NSW Minister for Health, NSW Wide Area Network, Local Area Network 2 Local Governance Committee, Health Education and Training Institute (HETI) and the Australian Medical Council.

## 11. Dispute resolution

- a) It is the intention of both parties to attempt to resolve any disputes or differences that arise during the period of the MOU through a collaborative process with the intention of reaching a mutually agreeable outcome.
- b) If a dispute or difference arises between the parties in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.
- c) Within 3 working days of the date of the notice, the working group must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.
- d) Should an agreed resolution not be reached by the working group, the parties can agree to continue negotiations or either party may determine that the matter requires escalation to the CE of WSLHD and the CEO of RANZCR. This decision to escalate will be notified to the other party in writing.
- e) Within 3 working days of the date of the notice of escalation, the CE of WSLHD and the CEO of RANZCR (or their nominee) will meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.
- f) Should an agreed resolution not be reached by CE of WSLHD and the CEO of RANZCR, the parties can agree to continue negotiations or either party may determine to give notice to terminate the MOU. Such notice must be provided in writing and requires a two (2) week period of notice.
- g) Should a Notice to Terminate be issued by either party, RANZCR agrees that:
  - i. Trainees remaining at Westmead Hospital will continue to have their training time accredited by RANZCR for the period between the initial notification of dispute and the end of the Notice to Terminate period.
  - ii. WSLHD has 10 calendar days after the end of the MOU, if prematurely terminated, to lodge an application for Review of the Reconsideration of Decision under the *RRADP*.
- h) Should a Notice to Terminate be issued to by either party, WSLHD agrees that any legal proceedings will not be commenced by it until the end of the period of the Notice to Terminate.

## 12. Variation

- a) The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

### SIGNATURES

Signed for Western Sydney Local Health District by its authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised representative

DATE:

\_\_\_\_\_  
Title of authorised representative

Signed for Royal Australian College of Radiologist by its authorised representative in the presence of:

*Brendan Grabau*

\_\_\_\_\_  
Signature of witness

*Duane Findley*  
\_\_\_\_\_  
Signature of authorised representative

**Brendan Grabau**

**Duane Findley**

Name of witness

\_\_\_\_\_  
Name of authorised representative

**Chief Executive Officer**

DATE: 29 October 2021

\_\_\_\_\_  
Title of authorised representative

# Appendix A

## WSLHD and RANZCR – Agreed Measures

	Subject	Context & Purpose	Monthly Measures
1	Rostering Principles and Practices	<p>WSLHD is committed to ensuring that the Trainees are rostered in a way to ensure:</p> <ul style="list-style-type: none"> <li>• Trainees are provided with supervision within the defined ratios of RANZCR (1:1.5 supervisor to supervisee)</li> <li>• Trainees' rosters support access to case mix in line with their training needs</li> <li>• Rosters provide Trainees with protected time to attend education sessions. This will average an hour per rostered shift over a week, acknowledging that education session may be rostered in a block or daily sessions.</li> <li>• That the roster is not onerous (as defined by the AMA and ASMOF)</li> </ul>	<ul style="list-style-type: none"> <li>• Trainee roster for the coming month demonstrating compliance with these principles.</li> <li>• Attendance records from tutorial sessions</li> <li>• Ad – hoc site visits as described at under Section 6(e)</li> </ul>
		<p>A training program aligned to the needs of Trainees remaining at Westmead Hospital will be developed, including a schedule of tutorial sessions identifying topic and presenter. A standardised system of recording of attendance of Trainees will be established.</p>	<ul style="list-style-type: none"> <li>• Tutorial roster with topic and presenter for the coming month</li> <li>• Attendance records from tutorial sessions</li> </ul>
2	Education Program and support for training	<p>Protected time for Directors of Training has been allocated within consultant rosters to ensure that each DoT has an allocated session each week; this will be maintained throughout the period of the MoU</p>	<ul style="list-style-type: none"> <li>• Consultant roster for the coming month demonstrating compliance with these principles.</li> </ul>
		<p>Administrative support (&gt; 0.6 FTE) for the education program and Directors of Training</p>	<ul style="list-style-type: none"> <li>• Westmead to provide RANZCR with updates around recruitment of administrative support.</li> </ul>
3	Backlog of reporting	<p>The RANZCR accreditation assessment process raised concerns with the backlog of unreported radiology films that existed at that time. The basis of RANZCR's concerns was that this backlog reflected an unsustainable workload and was negatively impacting on Trainees.</p>	<ul style="list-style-type: none"> <li>• A summary of the interim service model to be provided. This is to demonstrate that a mechanism is established for reporting to be outsourced within parameters that will prevent the back-log issues from re-emerging</li> <li>• A measure of unreported films / turnover time be incorporated into monthly reporting (exact measure to be determined based on available management reports)</li> </ul>
4	Feedback or concerns raised to RANZCR	<p>RANZCR is committed to ensuring that feedback or concerns raised by trainees is raised with WSLHD to enable an opportunity for validation as well as action to address as appropriate. It is recognised that feedback provided to RANZCR is often on a confidential basis and therefore will be provided in a themed or deidentified manner.</p>	<ul style="list-style-type: none"> <li>• Feedback received by RANZCR relevant to the continuation of accreditation training for the duration of the 2021 clinical year</li> </ul>
5	Culture and Governance / communication	<p>WSLHD has committed to commission an independent review of the culture within the Department of Radiology within the wider context of interactions within Westmead Hospital. RANZCR acknowledges that the timing of the commencement and completion of this review may be impacted by factors not within the control of WSLHD, including the availability of a suitable consultant and the ongoing impact of COVID-19.</p>	<ul style="list-style-type: none"> <li>• Reporting of progress around commissioning of external review through to commencement of process.</li> </ul>
6.	Senior Medical Staffing	<p>WSLHD had committed to the recruitment of an additional 4 FTE of consultant Radiologists.</p>	<ul style="list-style-type: none"> <li>• A summary of recruitment activity, including:</li> </ul>

		RANZCR acknowledges the current industrial proceedings relevant to the Westmead Hospital Department of Radiology are likely to impact on the success of WSLHD's recruitment efforts in the short to medium term.	<ul style="list-style-type: none"><li>• Evidence of recruitment process commencing (PD, advertisement).</li><li>• Progress reports in relation to status of recruitment processes</li><li>• Outcome of appointments (FTE / individuals appointed)</li></ul>
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