THE ALLIED HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA



CONTINUING PROFESSIONAL DEVELOPMENT

CRITERIA AND GUIDELINES FOR CPD SERVICE PROVIDERS FOR THE PROFESSIONS OF AYURVEDA, CHINESE MEDICINE AND ACUPUNCTURE, CHIROPRACTIC, HOMEOPATHY, NATUROPATHY, OSTEOPATHY, PHYTOTHERAPY, THERAPEUTIC AROMATHERAPY, THERAPEUTIC MASSAGE THERAPY, THERAPEUTIC REFLEXOLOGY AND UNANI-TIBB

(KINDLY NOTE THAT THE SERVICE PROVIDER APPLICATION DOCUMENT (SERVICE PROVIDER APPLICATION -ANNEXURE A) HAS BEEN UPDATED AND IS AVAILABLE UNDER THE TAB > CONTINUING PROFESSIONAL DEVELOPMENT (CPD).

DEFINITIONS

The following terms are applicable to Continuing Professional Development in general and the document that follows:

"Act" means the Allied Health Professions Act, 63 of 1982 and any word or expression to which a meaning has been assigned in the Act shall bear such meaning, unless inconsistent with the context.

"AHPCSA" means the Allied Health Professions Council of South Africa as constituted by the Allied Health Professions Act, Act 63 of 1982, as amended;

"approval" means AHPCSA recognition and accreditation of continuing education and training courses or activities offered by CPD Service Providers that have met the criteria laid down by the AHPCSA for offering such continuing education and training courses or activities and the word "approved" has a corresponding meaning;

"attendance register" is the record of attendees of any form of CPD activity in Levels 1, 2 and 3, which contains all information as stipulated in paragraph 3.3;

"bioethics" which includes ethics, human rights, patient's rights and medical law is an understanding of the bioethical principles that determine how practitioners interact with patients and society;

"CPD Committee means the Professional Board for Ayurveda, Chinese Medicine and Acupuncture and Unani-Tibb (PBACMU); the Professional Board for Therapeutic Aromatherapy, Therapeutic Reflexology and Therapeutic Massage Therapy (PBARM); the Professional Board for Chiropractic and Osteopathy (PBCO); and the Professional Board for Homeopathy, Naturopathy and Phytotherapy (PBHNP) which are responsible for approving CPD courses or activities for their respective professions;

"continuing education units" (CEUs) are the values attached to a learning activity for CPD;

"continuing professional development" means the continuing education and training referred to in section 4(1)(g) of the Act and prescribed in terms of Board Notice 188 of 2012 and the acronym "CPD" has a corresponding meaning. This includes conditions relating to continuing education and training and the nature and extent of continuing education and training and the criteria for recognition;

"deferment" means formal permission sought by the practitioner and in the sole discretion of the CPD Committee granted to suspend/postpone CPD requirements for a period of time and to consider conditions for re-entry into practice:

"jurisprudence" means the study and knowledge of the AHPCSA Act No. 63 of 1982, Regulations, Rules and the application of the principles of law to health and medicine¹.

"learning activity/ies" means activities approved by the AHPCSA for CPD, which includes but are not limited to three levels, namely those encompassing non-measurable outcomes [Level 1], those with measurable outcomes [Level 2] and those associated

¹ http://medical-dictionary.thefreedictionary.com/jurisprudence

with **formally structured learning programmes** [Level 3], all of which are eligible for accreditation for CPD and from which CEUs are obtained;

"practitioner" means any person registered with the AHPCSA in terms of Section 2(a) of the Act and any reference to practitioner also includes any person registered as a therapist;

"recognition of other CPD programme activities" refers to the process of approval by the AHPCSA of other South African statutory health profession council programmes for CPD:

"Service Provider" means any person, institution, body, facility or organisation that meets the specified criteria and has been approved as a Service Provider in accordance with the provisions of section 16A of the Act by the AHPCSA for the provision of CPD and to present learning activities for CPD; and

"therapist" means any person registered with the AHPCSA in terms of Section 2(b) of the Act and for the purposes of these Guidelines is included in the term **practitioner**.

SERVICE PROVIDERS

Service Providers are any one of the following:

- 1.1 Tertiary training institutions;
- 1.2 Professional associations:
- 1.3 Formally constituted professional interest groups that have a professional identity and are aligned with a training institution, a professional association or an international institution;
- 1.4 Any individual;
- 1.5 Organizations/Institutions/Societies such as:
 - a. public and private hospitals;
 - b. private non-profit groups;
 - c. commercial enterprises or companies that support practitioners through products or services;
 - d. schools; and
 - e. non-governmental organizations.

NOTE: Meetings arranged by pharmaceutical companies and manufacturers or importers of products and technical devices (including assistive device technology) or their representatives purely for the purpose of marketing and/or promoting their products are not eligible for approval as CPD Service Providers.

1. APPLICATION FOR APPROVAL AS A CPD SERVICE PROVIDER

- 2.1 Prospective CPD Service Providers shall submit a written application thirty (30) days in advance of the intended CPD activity directly to the office of the Registrar for consideration by the CPD Committee, as per Service Provider Application ANNEXURE A.
- 2.2 Prospective CPD Service Providers may apply to offer more than one activity but application for each activity shall be made separately and on an individual application form.

- 2.3 In the event that approval is given, the Service Provider will be allocated a CPD Committee-specific identification number, which number shall appear on all documentation relating to the CPD programme/s provided by the CPD Service Provider.
- 2.4 Each approved activity presented by the approved CPD Service Providers shall be allocated an activity number, which number shall appear on all documentation relating to the activity provided by the CPD Service Provider.
- 2.5 Each activity will be valid for the period indicated by the CPD Committee.
- 2.6 Prospective CPD Service Providers may apply for CPD activities at any one of the three levels as described in the ANNEXURE A.

2. PRESENTATION OF AN ACTIVITY BY AN APPROVED CPD SERVICE PROVIDER

- 3.1 The approved CPD Service Provider shall publicise the proposed programme activity/ies together with the CEU allocation for that approved activity;
- 3.2 The approved activity shall take place as advertised;
- 3.3 The approved CPD Service Provider shall keep an attendance register that reflects attendance of any attendee and should retain these for a period of three years after the activity as these may be required in a compliance verification. The attendance register shall contain at least the following information of the attendees:
 - Full names and surname;
 - b. South African Identification number;
 - c. Email address:
 - d. Professional registration number / AHPCSA registration number;
 - e. Statutory Health Council registered with;
 - f. Declaration that the person successfully completed the approved activity and/or approved programme; and
 - g. The signature of the person attending.
- 3.4 Following the attendance of the CPD-activity, the CPD Service Provider shall issue to all practitioners who attended the activity an attendance certificate containing:
 - a. The name of the Approved CPD Service Provider;
 - b. The CPD Service Provider's CPD Committee Identification number;
 - c. The activity number;
 - d. The topic of the activity;
 - e. The level of the activity;
 - f. The number of CEUs for that activity;
 - g. The duration of the activity provided by the Service Provider;
 - h. The attendance/completion date:
 - i. The name and AHPCSA registration number of the attendee; and
 - j. Signature of the Service Provider.
- 3.5 Service Providers shall provide certificates to attendees on completion of the activity or event or a series of events.

- a. If these are not available on the day/on completion of the activity or event they shall be sent to attendees within one month from the completion date.
- b. In those instances where a practitioner completes a structured learning programme for degree or certification purposes, the practitioner might be constrained by the administrative process of the providing institution regarding the time delay between completion and formal recognition of the programme, which shall be taken into consideration by the CPD Committee.
- 3.6 Should any dispute arise between the Service Provider and any attendee, this shall be referred directly to the CPD Committee for discussion at the next following CPD Committee meeting.

3. CROSS-ACCREDITATION

Cross accreditation across professions shall be acceptable only if the activity is approved by the AHPCSA and/or the CPD Service Provider enjoys approval by another statutory council and the activity falls within the approved learning activity applicable to the scope of practice of the practitioner.

4. INDEMNITY AND LIABLITIES

- 4.1. For the avoidance of doubt, the AHPCSA, the CPD Committee or any of its nominees and the Service Provider shall at all times act as independent entities;
- 4.2. The approval of any Service Provider shall not create and/or constitute a business relationship or an agency nor authorise the Service Provider to incur any liability on behalf of AHPCSA, the CPD Committee or any of its nominees;
- 4.3. Save for any moneys due and payable in terms of the Application of a Service Provider, the Service Provider shall defend, indemnify and hold harmless the AHPCSA, the CPD Committee or any of its nominees, its members, officers, employees, agents and assigns, against all suits, actions, claims, judgments, damage, injury, losses or other liabilities, and all costs and expenses which arise from the supply of the activities, training, courses or programmes; and
- 4.4. The AHPCSA, the CPD Committee or any of its nominees shall not in any way be liable to the Service Provider for any loss of profits, consequential, direct, indirect or special damages, whether foreseeable or not.

5. COSTS OF APPLICATION

Application costs as per the CPD Schedule of Fees under the Tab > Continuing Professional Development (CPD).

6. KINDLY NOTE THAT THE SERVICE PROVIDER APPLICATION DOCUMENT HAS BEEN UPDATED AND IS AVAILABLE UNDER TAB > CONTINUING PROFESSIONAL DEVELOPMENT (CPD).