



## **COMMUNITY SERVICES**

# **Service Agreement for Psychologists Included on the Community Services External Psychological Service Providers Register**

**September 2009**

**External Providers of Psychological Services  
to  
Community Services**

## SERVICE AGREEMENT

This Service Agreement is made between you as an individual and Community Services. It is not transferable between individuals and does not apply to any other members or associates of a business entity or organisation to which you may belong.

Your signature to this agreement indicates that you have read and understood it and, if necessary, have sought appropriate professional advice to inform your understanding of it.

Both copies of this Service Agreement should be signed by you and should be returned to:

The Director, Psychological Services  
Community Services  
Department of Human Services  
Locked Bag 4028  
ASHFIELD NSW 1800

### This Service Agreement is undertaken between:

The Chief Executive Officer of Community Services

#### For The Chief Executive Officer

The Director, Psychological Services: \_\_\_\_\_

Signature: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Date: \_\_\_\_\_

And

#### Service Provider

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

Practice Address: \_\_\_\_\_

Practice Telephone Number: \_\_\_\_\_ Practice Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

NSW Psychologists Registration Board Number: \_\_\_\_\_

Signature: \_\_\_\_\_

#### Witness

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

## **1. DEFINITIONS**

'Service Agreement' means the agreement between You and CS containing these terms and conditions by which the Services are provided.

'Services' means the services to be performed in accordance with Clause 2.

'You' and 'Your' means the person responsible for providing Services (not other people in Your employ or associated with You) in accordance with these terms and conditions.

Words in the singular include the plural and words in the plural include the singular.

'The Guidelines' means the document entitled "Guidelines for External Providers of Psychological Services to Community Services."

## **2. THE SERVICES**

You agree, as required, to conduct psychological assessments, comprehensive assessments, develop clinical formulations, develop and deliver clinical interventions, and provide evidence of clinical progress for Community Services clients referred to You.

Psychological assessments, comprehensive assessments, clinical formulations, clinical interventions, and psychological reports including assessment and treatment reviews and evidence of clinical progress are collectively referred to and known as Services and will be detailed on referrals Community Services makes to You or in subsequent communication You receive from Community Services.

You agree to provide written reports for each of the clients You engage consistent with the Services You provide as presented in Section 9. Reporting by External Psychologists, included in The Guidelines, and in Appendix 1, 2, 3, 4 and 5 of The Guidelines.

The reports shall be provided to Community Services within the timeframes specified in Section 9. Reporting by External Psychologists, included in The Guidelines

You agree to attend training as specified in Clause 4 of this document.

In providing services, You agree to ensure that adequate measures are taken to minimise inconvenience to the clients and their families or carers.

You agree to provide Services in accordance with all relevant State and Federal laws whilst exercising due care, skill and judgement and at all times in accord with applicable professional ethics, principles and standards. All

Services You provide will be informed by and developed and delivered consistent with the current scientific evidence base.

You agree to provide Services as set out in this Service Agreement in a cost effective, well coordinated and efficient manner.

You agree to provide Services according to the Community Services schedule of fees for external psychologists.

Where Travel and/or Accommodation are likely to be required to facilitate the provision of Services, or when the provision of Services may incur additional expense, You agree to notify the referring Community Services officer, seek written approval for these expenses, and provide account of and receipts for the additional expenses with your invoice.

If You engage an employee, contractor, agent or associate to provide clerical or other administrative support, then that employee, contractor, agent or associate is to sign a confidentiality agreement in the form set out at Annexure A of this document. The full name of each such person and the date of the confidentiality agreement signed will be provided to Community Services within five (5) working days of that person commencing to provide Services. Copies will be retained by You. You will not seek or gain the assistance of anyone in the production of a report without them having completed, signed and forwarded a current confidentiality agreement. Confidentiality Agreements are to be sent to:

The Director, Psychological Services  
Community Services  
Department of Human Services  
Locked Bag 4028  
ASHFIELD NSW 1800

### **3. ASSESSMENT REPORTS**

The Psychological Assessment reports You provide Community Services shall each be in writing. They will be provided in the format outlined in Appendix 1, 2, 3, 4 &/or 5 of The Guidelines.

The content of the reports will be owned by Community Services; however Your reports may only be amended on agreement between You and Community Services.

The reports shall be marked **Confidential** and forwarded to the departmental officer identified on the referral form(s).

#### **4. TRAINING**

You agree to attend such meetings or information sessions at Your own cost as Community Services may arrange for preferred providers who are included on the Preferred Provider List.

If You are unable to attend meetings arranged pursuant to this clause, or if You are unable to justify non-attendance at any meeting that are arranged pursuant to this clause, Community Services may refrain from continuing to refer requests for Services to You.

#### **5. DELIVERY OF SERVICES**

Subject to any contrary written instructions from Community Services, You agree to complete each Service within the time specified in Table 5.1

Table 5.1

<b>SERVICE</b>	<b>TIME</b>
Initial Assessment	7 days
Comprehensive Assessment, by Negotiation	By Negotiation
Six Session Report	Two Weeks
Discharge Report	Two Weeks
Court Report	By Negotiation

#### **6. PAYMENT**

You must be registered for the purposes of the GST and continue to be registered (as a condition of these service specifications) if Your annual income exceeds \$50,000.00. You must immediately notify Community Services if You cease to be registered.

Payment will be inclusive of any payment due to be made under *A New Tax System (Goods and Services Tax) Act 1999* ('GST').

You must provide a Tax Invoice, which complies with current GST legislation. No payment will be made to You unless You provide this invoice. The Tax Invoice will outline the dates and price for each Service provided, the applicant's name, invoice number and contact reference for You, as well as Your Australian Business Number (ABN).

Expenditure that is not set out in this Service Agreement or that has not been approved by Community Services does not bind Community Services to providing reimbursement to You.

You agree to provide receipts for any service or item purchased by You in accordance with this Service Agreement and which is included on the invoice.

You agree to provide fortnightly or monthly invoices in relation to all services You provide. The invoice is to be sent to the relevant Community Services office, the postal address of which is included on the referral forms.

You must not charge or require any payment from anyone else for the provision of a Service, unless agreed to by Community Services in writing.

Where Community Services is satisfied that You have complied with these terms and conditions, Community Services will make payments within 28 days of a Tax Invoice being received.

## **7. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

Other than as required by these terms and conditions, neither You nor any of Your employees, contractors, agents or professional associates shall disclose or make public any information, or material required or produced, in connection with or by the performance of the Services without prior written approval of Community Services.

You agree to use Your best endeavours to ensure the security of the information and documentation gained in the performance of the Services. This shall include documents stored in locked filing cabinets and two levels of password security for electronic data stored in computer hard drives. Data on back up disks is to be securely stored.

You agree to decline any referrals and advise Community Services as soon as practicable and within five (5) working days where there is any personal or professional connection between You, Your employees, contractors, agents or professional associates with any applicant (or a close family member of any applicant) specified in the referral. If You become aware of this connection during the course of the assessment, You will inform Community Services as soon as practicable and within five (5) working days.

You agree that all information You or anyone working for You or on Your behalf receives while providing Services is information received in the course of administering the *Children and Young Persons (Care and Protection) Act 1998*.

You accept that, if a child or young person is currently at risk of harm, or makes a disclosure that warrants a report consistent with Section 23 of the Children and Young Persons (Care and Protection) Act 1998, You are legally mandated to make a report to the Community Services Helpline on 132111 AS SOON AS POSSIBLE.

You also agree that, if You identify such a child or young person who is currently at risk of harm, or who makes a disclosure that warrants a report, You will contact the Community Services office that You have been dealing with in respect of that child or young person AS SOON AS POSSIBLE. You must make this contact after You make the report in an effort to seek advice about how to proceed.

## **8. MISSED APPOINTMENTS**

You must confirm appointments with client/s within reasonable time. If, having confirmed an appointment with client/s prior to the appointment, the client/s does not attend the appointment, You may decide to:

Reschedule the appointment

or

Complete a Non-Attendance Report.

If You opt to reschedule the appointment, no additional remuneration will be offered.

If You receive less than 24 hours notice of cancellation of an appointment by a client, You may charge 50% of the amount You would have received had the client/s attended the appointment.

## **9. YOU ARE NOT AN AGENT OR OFFICER**

Nothing herein shall be construed to imply that You (nor any employee, contractor, agent or professional associate) are an agent or employee of the State of New South Wales or Community Services and You shall not hold Yourself as being such.

## **10. INSURANCE AND INDEMNITY**

You will indemnify and keep indemnified Community Services from any claim or other liability which may arise as a consequence of any breach by You, anyone on Your behalf or any employee, contractor, agent or professional associate of these terms and conditions or of any conduct by You, anyone on Your behalf or any employee, contractor, agent or professional associate, while performing a Service.

You are to hold a Public Liability Insurance Policy to the quantum of \$10,000,000 and a Professional Indemnity Insurance Policy to the quantum of \$5,000,000. Copies of these policies or certificates of currency shall be provided to Community Services on application for inclusion on the Register and at any time upon reasonable request.

Community Services will indemnify and keep You indemnified from any claim or other liability which may arise as a consequence of any breach by Community Services, or anyone on Community Services behalf, of these terms and conditions.

## **11. ENTITLEMENT TO PRACTICE**

You are, and shall remain, fully registered with the NSW Psychologists Registration Board. If You are deregistered or Your registration is cancelled or terminated for any reason You will inform Community Services AS SOON AS POSSIBLE.

## **12. TERMINATION**

Each Service Agreement You enter into will expire after two (2) years from the date of Your signature on the Service Agreement. Upon application, Community Services will determine whether further Service Agreements are offered to you,

If Your professional or contact details change, or if You become ineligible or unable to continue to provide Services, You must contact Community Services as soon as is practicable, and within five (5) working days.

Nothing in these terms and conditions is a commitment by Community Services to continue making referrals to You following the expiry date of this Service Agreement.

If either Community Services or You wish to terminate the Service Agreement (for any reason other than breach of this Service Agreement) then this advice will be provided to the other in writing and with a minimum of 14 days notice before the intended termination date. No reason for termination need be given.

If Community Services identifies a breach in the terms of this Service Agreement it will notify You of this breach in writing. If the breach is not corrected within 14 days then Community Services can terminate this Contract effective as of any date after the effluxion of those 14 days.

This Contract may be varied in writing signed by both parties. You acknowledge that Community Services may need to vary these Terms and Conditions from time to time. You agree that Your consent to such variations will not be unreasonably withheld.

Termination of this Service Agreement will be effected upon the date specified but, notwithstanding such termination, You will (in accordance with any future Service Agreement) complete any Service outstanding as at the date of termination and forward any due relevant documentation and Community Services will (in accordance with this Service Agreement) pay You for those Services.

In the event that Your contract is terminated, all professional and ethical requirements and commitments toward clients referred to You and their families and carers will be honoured.

Other than as set out in any future Service Agreement, no moneys are to be paid upon termination.

## **13. LAW OF AGREEMENT**

This agreement is governed by and shall be construed in accordance with the law for the time being in force in the State of New South Wales.

## **14. DISPUTE RESOLUTION**

Any questions of difference or dispute whatsoever which shall arise at any time between the parties concerning the Services or this Service Agreement shall be

referred to the Director Service Monitoring and Review, and/or the Director, Psychological Services, Community Services, Locked Bag 4028, ASHFIELD NSW 1800

If no resolution can be achieved, and either party wishes to commence court proceedings, then prior to doing so, the dispute must be referred to mediation. The mediator must either be jointly appointed or, if no agreement can be reached as to a joint appointment, then the mediator must be a person appointed by the Secretary of Australian Commercial Disputes Centre. The cost of the mediation shall be borne equally by You and Community Services.

Community Services may at any time during this dispute resolution process suspend the delivery of Services by You or suspend payment of moneys to You.

#### **15. PROCEDURAL MATTERS**

Any notice required to be served by the Chief Executive Officer of CS on You shall be sufficiently signed by the Chief Executive Officer or his/her delegate, and shall be sufficiently served if forwarded by post to You at the address you have most recently provided to Community Services.

Any notice required to be served hereunder by You on Community Services shall be sufficiently signed by You or Your duly appointed agent, and shall be sufficiently served if forwarded to the Director Psychological Services, Community Services, 4-6 Cavill Ave, Ashfield, 2131 (Locked Bag 4028, ASHFIELD 1800), or such other address as Community Services may otherwise advise in writing.

#### **16. ATTENDANCE AT COURT**

External providers of psychological services may be required to appear in Court as witnesses. It is therefore essential that they maintain accurate records of any assessment, report and all clinical and supporting interactions undertaken with or on behalf of clients.

#### **17. APPEARANCE AT COURT AS AN EXPERT WITNESS**

The following requirements on a psychologist who appears in and has duty to a Court have been developed from and are consistent with the Supreme Court Expert Witness Code of Conduct as contained in the Uniform Civil Procedure Rules, 2005.

##### **An Expert Witness**

An expert witness has an overriding duty to assist the court impartially on matters relevant to the expert witness's area of expertise. An expert witness's paramount duty is to the court and not to any party to the proceedings (including the person retaining the expert witness). An expert witness is not an advocate for a party.

An expert witness must abide by any direction of the court. An expert witness, when complying with any direction of the court to confer with another expert

witness or to prepare a parties' expert's report with another expert witness in relation to any issue:

- must exercise his or her independent, professional judgment in relation to that issue, and
- must endeavour to reach agreement with the other expert witness on that issue, and
- must not act on any instruction or request to withhold or avoid agreement with the other expert witness.

### **Expert Witness conference**

An expert witness must abide by any direction of the court:

- to confer with any other expert witness, or
- to endeavour to reach agreement on any matters in issue, or
- to prepare a joint report, specifying matters agreed and matters not agreed and reasons for any disagreement, or
- to base any joint report on specified facts or assumptions of fact.

An expert witness must exercise his or her independent, professional judgment in relation to such a conference and joint report, and must not act on any instruction or request to withhold or avoid agreement.

## ANNEXURE A



NSW Department of  
Community Services

### **Confidentiality Agreement for Employees (including Contractors, Agents or Associates) of External Providers of Psychological Services**

I understand that:

- my employer is an External Provider of Psychological Services to Community Services (CS) and as such my employer has responsibilities for ensuring that the information provided to my employer is kept in strictest confidence.
- in the course of my employment, I may have access to sensitive and confidential information relating to Services provided by my employer and as such have a responsibility to ensure that information provided to my employer that I have access to is kept in strictest confidence.
- the information that will be kept confidential includes (but is not limited to) the content of all materials/information provided by CS; materials/information obtained in the provision of services; and any working notes or reports relating to Services provided by my employer.
- if at any time I am concerned about maintaining confidentiality I will discuss my concerns with my employer who will notify the referring CS officer.
- if at any time I am approached by a person other than my employer or a CS officer requesting access to any material or information relating to Services provided I will notify my employer who will seek advice from CS.
- in signing this form I agree to keep all written materials pertaining to Services stored securely to ensure the integrity of confidentiality during and after Services are provided.

I agree to the above conditions.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Employer: \_\_\_\_\_

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