21st June 2018

Service Level Agreement

St John Ambulance Western Australia Inc. (SJAWA)

Jeffery & Ree Clinical Psychologists
21st June 2018

Jeffery & Ree Clinical Psychologists
11 Hamilton Street
Subiaco 6008
Western Australia

SERVICE LEVEL AGREEMENT – PSYCHOLOGICAL SERVICES

Dear Melissa,

Thank you for accepting referrals from SJAWA’s Wellbeing and Support team (WBS team).

In order to continue receiving referrals from the WBS team or appointment requests from SJAWA’s workforce, the requirements contained in this Service Level Agreement must be adhered to. The terms set out in this document may be reviewed annually and revised accordingly.

This Service Level Agreement sets out information and instructions on how the Service Provider will be expected to provide psychological services to SJAWA members, across the metropolitan and regional areas of Western Australia.

The Service Provider must comply with the requirements of this Service Level Agreement. If the Service Provider cannot comply with the requirements of this Service Level Agreement, the Service Provider must notify SJAWA on (08) 9373 3827 immediately, and take all necessary remedial actions to ensure its compliance with this Service Level Agreement.

1. Background

   (a) The WBS team maintains a network of clinical and registered psychologists for all SJAWA members to have access to psychological services.

   (b) SJAWA members who are able to access the psychological services include:

      (i) all SJAWA employees;

      (ii) all SJAWA volunteers; and

      (iii) eligible family members i.e. family members who live in the same household of a SJAWA employee and/or volunteer, a spouse with whom a SJAWA employee and/or volunteer lives or person with whom a SJAWA employee and/or volunteer lives in a marriage-like relationship although they may not be legally married.

      (collectively, SJAWA members).

   (c) The network of registered psychologists may receive appointment requests from the SJAWA members or referrals from the WBS team and/or line managers within SJAWA.

2. Services

   (a) The Service Provider will provide to the SJAWA members psychological services, including but not limited to counselling support (services).

   (b) The Service Provider may engage registered psychologists (who are approved by SJAWA) in the provision of the services.
(c) The Service Provider and all registered psychologists engaged by the Service Provider (as approved by SJAWA) must comply with the requirements set out in this Service Level Agreement.

3. Terms and conditions

3.1 Term

This Service Level Agreement shall have an initial term of 12 months, and will be subject to review by SJAWA unless it is terminated by either party giving to the other not less than ninety days (90) prior notice in writing.

3.2 General

(a) Before providing any service to any SJAWA member, the Service Provider is responsible for ensuring the relevant SJAWA member is in fact a SJAWA member who qualifies for the provision of the services.

(b) The legal relationship between SJAWA and the Service Provider is of a commercial nature.

(c) Nothing in this Service Level Agreement is intended to create any relationship of partnership, employment or agency between SJAWA and the Service Provider, or any of the personnel or registered professionals engaged by the Service Provider.

(d) To the extent permitted by law, SJAWA's liability for any loss or damage suffered by the Service Provider in relation to the provision of the services is limited to the cost of the resupply of the services only (with the resupply to be at competitive, market rates).

(e) The parties agree that SJAWA is not liable:

(i) under any law of contract, tort or under any statute than to the extent set out in Service Level Agreement; or

(ii) for any consequential or indirect loss or damage, or any punitive or exemplary damages, arising from the provision of services.

(f) The Service Provider:

(i) warrants as to the suitability of any registered professionals engaged by the Service Provider for employment or temporary engagement in the provision of the services;

(ii) is responsible for and will maintain any form of insurance for or on behalf of the Service Provider and any of the registered professionals or personnel engaged by the Service Provider; and

(iii) guarantees the quality of performance of any registered professionals engaged by the Service Provider in the provision of the services.

3.3 Professionals engaged by Service Provider

(a) For the purposes of providing the services, the Service Provider must only engage psychologists who hold current registration with the Australian Health Practitioner Regulation Agency (AHPRA).

(b) The Service Provider must inform the WBS team immediately if the registration or accreditation of any of the professionals engaged by the Service Provider lapses, is cancelled or is suspended.
(c) The Service Provider and all professionals engaged by the Service Provider to provide the services must comply with the applicable standards, codes, guidelines and legislation which apply to the psychology profession.

(d) The Service Provider must maintain an appropriate level of professional indemnity insurance, which includes but is not limited to the requirements of the Psychology Board of Australia’s professional indemnity insurance arrangements registration standard. The Service Provider must provide to SJAWA evidence of such insurance policy upon request from SJAWA.

(e) The Service Provider will use all reasonable endeavours to ensure that all registered professionals engaged by the Service Provider for the provision of the services, are able to provide the services with due care and skill and in a proper and effective manner.

3.4 SJAWA’s approval process

(a) Before the provision of services to any SJAWA members, the Service Provider will seek SJAWA’s approval in respect of all registered professionals engaged by the Service Provider for the provision of the services.

(b) The Service Provider must provide to SJAWA a list of all registered professionals who will be providing the services to SJAWA members.

(c) SJAWA requires the Service Provider to provide to SJAWA a copy of the following documents (in respect of all registered professionals engaged by the Service Provider for the provision of the services) within seven (7) days of the Service Provider providing an executed copy of this Service Level Agreement to SJAWA:

   (i) current AHPRA registrations for each registered professional;

   (ii) current insurance certificates maintained by the Service Provider and/or the registered professionals;

   (iii) current ‘working with children checks’;

   (iv) current national police clearances; and

   (v) resumes of each registered professional detailing their experience and training relevant to working with individuals who have experienced trauma.

(d) Upon provision of the above documents, SJAWA reserves its rights to disapprove the provision of the services by the Service Provider and/or any registered professional engaged by the Service Provider.

(e) In the event that new registered professionals are engaged by the Service Provider during the operation of this Service Level Agreement, the Service Provider must:

   (i) notify SJAWA in writing within three days of the registered professional being engaged;

   (ii) provide to SJAWA the documents listed at paragraph 3.4(c) above, before the registered professional provides any service to SJAWA members.

(f) Upon provision of the documents listed at paragraph 3.4(c) above, SJAWA reserves its rights to disapprove the provision of the services by the registered professional newly engaged by the Service Provider.
The Service Provider is to create a Dropbox to store all relevant documentation detailed at paragraph 3.4 (c) above and share the folder with WBS.ExternalProviders@stjohnambulance.com.au

### 3.5 Service levels

(a) The Service Provider and any registered professional engaged by the Service Provider agree to provide evidence-based psychological interventions appropriate to the presenting issue. In the event that a SJAWA member presents with trauma-related symptoms the Service Provider must provide a treatment approach detailed in [http://phoenixaustralia.org/wp-content/uploads/2015/03/Phoenix-ASD-PTSD-Guidelines.pdf](http://phoenixaustralia.org/wp-content/uploads/2015/03/Phoenix-ASD-PTSD-Guidelines.pdf).

(b) In circumstances where a SJAWA member is referred to or seeks an appointment with the Service Provider with trauma-related symptoms, the Service Provider will allocate the SJAWA member to a registered psychologist who has experience working with trauma and has undertaken Eye Movement Desensitisation and Reprocessing (EMDR) training.

(c) Where referrals are made by the WBS team or an appointment is requested by a SJAWA member, the Service Provider will:

(i) Contact the SJAWA member and book an appointment within 24 hours of receipt of the referral or the request;

(ii) for routine cases, see the relevant SJAWA member within 72 hours of the appointment being confirmed by the Service Provider or within a mutually agreeable time frame;

(iii) for urgent cases, see the SJAWA member within 72 hours of receipt of the referral or the appointment request.

(d) If the above timeframes cannot be adhered to, the Service Provider is responsible for contacting the relevant SJAWA member and the WBS team to advise of any delay. This does not apply to urgent cases.

### 3.6 SJAWA members’ entitlements

(a) SJAWA will fund up to six counselling sessions for all SJAWA members, per 12 months.

(b) The six counselling sessions are refreshed at the 12 month anniversary date of the first session.

(c) The Service Provider must alert the WBS team (after the fourth session) if the Service Provider considers more than six counselling sessions will be required for the relevant SJAWA member.

(d) Additional counselling sessions are only available to SJAWA employees and volunteers, and only in limited circumstances which will require approval from the WBS team.

(e) Before providing any additional counselling sessions to SJAWA employees or volunteers, the Service Provider must seek SJAWA’s written approval by completing the ‘Request for Further Sessions’ form. This form is attached to this Service Level Agreement.

(f) It is only upon receipt of SJAWA’s written approval that the Service Provider will be able to provide more than six counselling sessions to a SJAWA employee or volunteer.

(g) Eligible family members are not entitled to more than six counselling sessions per 12 months.
3.7 Privacy & Confidentiality

(a) Any correspondence with the WBS team related to SJAWA members in receipt of the services should be de-identified (no names or identifying information of any SJAWA member should be included) to maintain privacy of the SJAWA members.

(b) The Service Provider undertakes to treat as confidential all of the data of the SJAWA members and shall not divulge any information save to the WBS team only in the following circumstances:

(i) where the Service Provider is legally required to do so;

(ii) where the Service Provider considers disclosure is required to avoid a serious danger or damage to health or safety;

(iii) as reasonably required by SJAWA for the preparation of statistics, reports and audits, but without the disclosure of the identity of the SJAWA member or any identifying information;

(iv) where prior written consent has been voluntarily obtained from the SJAWA member; and

(v) where the Service Provider is referring a SJAWA member for further treatment, via the WBS team.

(c) The Service Provider must ensure that at all times the collection, access, use and disclosure of the health information of SJAWA members is in accordance with the National Privacy Principles, pursuant to the Privacy Act 1988 (Cth).

3.8 Fees

(a) SJAWA will pay the following fees to the Service Provider for the provision of the services:

(i) $160.00 (excluding GST) per session for psychologists generally registered with AHPRA; and

(ii) $200.00 (excluding GST) per session for psychologists with written evidence of an area of endorsement (for example, clinical, counselling, forensic, educational and developmental psychology).

(b) SJAWA will pay the full rate for SJAWA members who do not attend an appointment or cancel with less than 24 hours' notice from the time of the scheduled appointment. The missed session(s) will reduce the number of counselling sessions available to the SJAWA member.

3.9 Invoicing

(a) Invoices are to be sent directly to the WBS team, by email to WBS.ExternalProviders@stjohnambulance.com.au

(b) On the invoice the Service Provider must include:

(i) its ABN;

(ii) its provider number;

(iii) its contact details;

(iv) therapy session number for the SJAWA member;
(v) client reference number for the SJAWA member;

(vi) the hourly rate of the registered professional who provided the service to the SJAWA member; and

(vii) its banking details.

(c) SJAWA will attend to payment of the Service Provider's invoices in respect of the provision of the services, only if the invoices:

(i) are not older than 60 days;

(ii) individually itemise the SJAWA member’s number of sessions and client reference numbers;

(iii) are submitted to SJAWA by no later than the final working day of the applicable month;

(iv) are in respect of no more than six sessions; and

(v) comply with the requirements of clause 3.10 of this Service Level Agreement.

(d) Clause 3.9(c)(iv) of this Service Level Agreement will not apply where the Service Provider invoices SJAWA for more than six sessions only in circumstances where:

(i) the Service Provider has obtained SJAWA's written authorisation to provide more than six sessions to the relevant SJAWA employee or volunteer; or

(ii) the WBS Team or the relevant SJAWA employee or volunteer seeks the Service Provider's services in suicidal or at risk situations.

3.10 Reporting obligations

The Service Provider's reporting obligations are as follows:

(a) The Service Provider must provide the attached ‘Personal Demographic Information’ form to SJAWA members at their first session, and ensure SJAWA members complete the form before the provision of the services.

(b) The Service Provider must submit the completed ‘Personal Demographic Information’ form to SJAWA with the first invoice.

(c) The Service Provider must complete the attached DASS 21 form at the first and last session with SJAWA members.

(d) The Service Provider must submit the completed pre-treatment DASS 21 form with the first and last invoices to SJAWA.

(e) The Service Provider must provide SJAWA members a copy of the SJAWA satisfaction survey at their first session (which can be accessed at this link: https://www.surveymonkey.com/r/7F58K93) and ensure SJAWA members are aware that they can complete the survey at any time during the course of treatment.

3.11 Reporting – serious matters

(a) In the event that a SJAWA member presents with a diagnosable mental health issue and is yet to seek medical treatment, the Service Provider is to take all reasonable steps to encourage the SJAWA member to engage with the SJAWA member's treating General Practitioner and/or specialist doctor, including but not limited to a treating psychiatrist.
(b) If the Service Provider determines that there are presenting issues that involve serious risk of suicide or harm to others the Service Provider must immediately:

(i) report this to the Wellbeing and Support Manager detailing risk level and recommendations;

(ii) make contact with the SJAWA member's treating General Practitioner; and

(iii) if appropriate, make contact with the SJAWA member's treating psychiatrist, should the SJAWA member be linked to such a specialist.

(c) If a SJAWA member provides the Service Provider with information about a grievance or complaint in the workplace, or allegations concerning the conduct of a SJAWA member, with SJAWA member consent the Service Provider can contact the Wellbeing and Support Manager to discuss.

3.12 Termination of this Service Level Agreement

(a) Either party may terminate this Service Level Agreement by giving 90 days' notice in writing.

(b) Either party may by written notice to the other party terminate this Service Level Agreement if:

(i) the other party is in material breach of any of its obligations under this Service Level Agreement and has not remedied such material breach within seven days (or within such longer period as the parties may have agreed in writing) after receiving written notice from the other party specifying the breach and requiring its remedy; or

(ii) the other party, becomes bankrupt, or compounds or makes any arrangements with his creditors, or commits any act of bankruptcy or goes into liquidation, whether compulsory or voluntary or has an administrator appointed or has a receiver and/or manager or administrative receiver appointed of its undertaking or assets or any material part thereof or is otherwise insolvent or unable to pay its debts as they fall due.

(c) Unless the SJAWA's termination notice provides otherwise, upon receipt of such notice the Service Provider shall promptly cease provision of the services and shall instruct its registered professionals to cease provision of the services and shall comply with all reasonable instructions from SJAWA in regard to termination.

3.13 Variation

This Service Level Agreement may be varied by SJAWA at any time by providing the Service Provider with 14 days written notice. All other terms and conditions will remain in force, unless otherwise agreed in writing.

3.14 Liabilities and indemnities

(a) The Service Provider is responsible for the care, direction and control of any registered professional engaged to provide the services.

(b) The Service Provider is liable for any wilful or negligent act or omission of the Service Provider and any registered professionals or personnel it engages in the provision of the services.

(c) The Service Provider acknowledges that any registered professionals or personnel it engages are at the Service Provider's sole risk and indemnifies SJAWA against any claim, cost, loss or damage suffered or incurred by the Service Provider as a result of:
(i) any decision by the Service Provider to discontinue the engagement of any personnel or registered professionals, which causes the Service Provider to terminate their engagement or which causes SJAWA to terminate this Service Level Agreement;

(ii) any act or omission by the Service Provider, employees, servants and agents, arising out of the performance of this Service Level Agreement, without SJAWA’s written authority;

(iii) any loss, damage or injury suffered by a third party, caused by any wilful or negligent act of any of the Service Provider’s personnel during an engagement under this Service Level Agreement; and/or

(iv) any breach of occupational health and safety laws.

3.15 Occupational health and safety

(a) The Service Provider acknowledges its obligations in ensuring the health and safety of its personnel.

(b) The Service Provider must provide its personnel with a suitable and safe workplace that complies with the relevant occupational health and safety legislation. The Service Provider acknowledges that SJAWA does not have control of the Service Provider’s workplace and that SJAWA is relying on the Service Provider to inform SJAWA of potential risks to the safety and welfare of the Service Provider’s personnel.

(c) The Service Provider must:

(i) provide any supervision, instruction and training necessary to ensure that only safe work is performed by its personnel;

(ii) ensure there is a written safe work procedure in place for all job tasks undertaken by the Service Provider’s personnel; and

(iii) produce all documents related to any safety incident involving any of the Service Provider’s personnel at the request of SJAWA.

(d) The Service Provider acknowledges that SJAWA will rely on any information provided by the Service Provider with respect to occupational health and safety procedures, information and training, in conducting a risk assessment of the workplace.

(e) SJAWA has a drug and alcohol policy that prohibits the Service Provider and any of its personnel from providing the services under the influence of certain performance inhibiting substances. The Service Provider agrees to notify SJAWA of potential risks affecting the Service Provider’s personnel, including any registered professional engaged by the Service Provider, of any breaches of this policy.

3.16 Miscellaneous

(a) This Service Level Agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

(b) Both parties acknowledge that, in entering into this arrangement, they have not relied on any representations made by the other party with respect to this Service Level Agreement, other than matters expressly set out in this Service Level Agreement.

(c) This Service Level Agreement is governed by the law in force in Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia.
(d) The failure of either party at any time to require performance by the other party of any provision of this Service Level Agreement does not affect the party's right to require performance at any time.

(e) The waiver by either party of a breach of any provision may not be held to be a waiver of any later breach of the provision or a waiver of the provision itself.

(f) If a provision of this Service Level Agreement is struck out, invalid, illegal or unenforceable it must, to the extent that it is struck out, invalid, illegal or unenforceable, be treated as severed from this Service Level Agreement, without affecting the validity, legality or enforceability of the remaining provisions.

3.17 Contact information

(a) Please inform WBS team if the Service Provider's contact details, addresses, or practice hours change, or when any registered professional engaged by the Service Provider and provides the services, leaves or joins the Service Provider.

(b) SJAWA's contact details are as follows:

(i) Wellbeing and Support direct line: (08) 9373 3827

(ii) Address: Wellbeing and Support Services, St John Ambulance WA, 209 Great Eastern Highway, BELMONT WA 6104 and/or PO Box 183, BELMONT Western Australia 6984

(iii) General Email: wellbeingandsupport@stjohnambulance.com.au

(iv) Invoicing Email: WBS.ExternalProviders@stjohnambulance.com.au

(v) Our website: www.beingwellsja.com.au

List of Psychologists Approved to Provide Services to SJAWA Clients (SJAWA are to be notified of any changes to this list during the contract period)

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Thank you for choosing to work with the WBS team. Please let us know if you have any questions.

If any extenuating circumstances arise during the course of this Service Level Agreement that affect the Service Provider's ability to perform its obligations under this Service Level Agreement, please do not hesitate to contact the Wellbeing and Support Manager on (08) 9373 3827.
If you would like to be included ongoing as a WBS team external affiliate, please sign and date below. This will acknowledge your receipt and understanding of the requirements of this Service Level Agreement.

____________________________________
Signature

____________________________________
Name ........................................ Date

**Attached documents**

The following documents are attached and should be read in conjunction with the above mentioned procedures:

1. Request for Client Extra Sessions Form;
2. Personal Demographic Information Form; and
3. DASS 21 Form.

Kind regards

Donna Lawrence
Wellbeing and Support Manager (Clinical Psychologist)
BPsych, MPsych (Clinical), MAPS
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