



Conditions of Approval as a South Australian Return to Work Service provider

1 August 2019

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Conditions of Approval

Provider Obligations

The Provider must -

1. **Service Standards.** Comply with the service standards as set out in Schedule 5 of the *Return to Work Act 2014 (SA)* (see Annex A);
2. **Qualifications.** Ensure that all services are delivered by person(s) who hold the minimum qualification and experience standards as defined in the latest version available of ReturnToWorkSA's Return to work Fee Schedules and Guidelines;
3. **Service Category.** Not provide services outside the Provider's Approved Category(s) of service;
4. **Principal Consultant.** At all times the Provider must have a nominated Principal Consultant, who has at least 5 years of relevant return to work experience and who also has, in ReturnToWorkSA's view, appropriate professional qualifications. The Principal Consultant will be the Provider's representative and primary point of contact for the purposes of return to work services.
5. **Work Health & Safety.** Provide an accessible and appropriate environment for workers, staff and visitors and comply with workplace health and safety Law at all locations where services are delivered;
6. **Solvency.** Remain financially solvent;
7. **Approved Charges.** Not seek to charge or recover any amount for any service in excess of the applicable amount for that service in the Fee Schedules and Guidelines;
8. **Procedures Guidelines Compliance.** Comply with the requirements of all policies, procedures or guidelines issued by ReturnToWorkSA and all applicable Laws in the performance of any service;
9. **Continuous Disclosure.** Notify ReturnToWorkSA in advance, or as soon as practical, if any of the following arise -
 - a. a change of Principal Consultant, with the provision of documentation confirming they meet the following requirements - must have relevant qualifications and have a minimum of 5 years of return to work service / clinical experience,
 - b. the Provider's business is sold or another party acquires a controlling interest in the business or otherwise assumes control of that business,
 - c. a change of the Provider's trading name or business name,
 - d. a change of location in South Australia at which the Provider operates,
 - e. affiliations, contractual or other relationships or arrangements arise in relation to services provided to injured workers or otherwise related to return to work services where the Provider may be perceived to have or does have a Conflict of Interest,
 - f. a major change in the service delivery model and/or staff which may impact on the delivery of services,
 - g. any other change that affects, or may affect, the Provider's service quality and procedures,
 - h. the provider has entered into voluntary financial administration, becomes insolvent or is the subject of bankruptcy proceedings,
 - i. any professional misconduct proceedings being taken against the provider or any individuals employed or engaged by the provider;
10. **Cessation process.** Promptly comply with any process and timing requested by ReturnToWorkSA or a Claims Agent for cessation of services in relation to a worker and/or transfer of all information in relation to that worker to another provider nominated by ReturnToWorkSA or otherwise as directed.
11. **Transition on Termination.** On any termination of an Approval -

1. do all things necessary to facilitate a smooth transition relating to ongoing treatment or assessment of an injured worker by another provider including following all reasonable directions of ReturnToWorkSA or a Claims Agent,
 2. return all such documents and records as are requested by ReturnToWorkSA
- 12. Accept Referrals.** While an Approval is current for the Provider, accept (subject to clause 25 below) a Referral from ReturnToWorkSA or Claims Agents within an applicable Approved Category unless -
- a. the Provider does not have the capacity to provide the service in the time required;
 - b. an actual or perceived Conflict of Interest exists or may reasonably arise relating to performance of any part of the service set out in the Referral;
 - c. the referral is non-compliant with the form of referral required by ReturnToWorkSA as previously notified to the Provider, or
 - d. the referral does not meet the referral criteria in the Fee Schedules and Guidelines;
- 13. Notification.** If declining a Referral, notify ReturnToWorkSA or the Claims Agent within 2 business days, with reasons;
- 14. Records.** Maintain records for 10 years of all matters pertaining to the services provided under an Approval, and provide copies of any document within 3 business days of a request unless required earlier;
- 15. Remedial Actions.** Complete any remedial actions that are reasonably sought by ReturnToWorkSA;
- 16. Audit Co-operation.** Cooperate fully in any audit by ReturnToWorkSA of the Provider's performance of these conditions;
- 17. No Benefits for Referrals.** Not seek to influence the acquisition of referrals or orders for services by any understanding or agreement by virtue of which any employer or Claims Agent is encouraged or bound to promote any preferred provider, exclusivity, minimum quota, or other similar arrangement with any employer or employers in respect of Referrals;
- 18. Hours.** Provide services at a minimum between the hours of 9am to 5 pm on business days and other times as specified in any Approval;
- 19. Confidential Information.** Not disclose Confidential Information except as authorised by section 185 of the *Return to Work Act 2014 (SA)* and must notify ReturnToWorkSA as soon as possible after becoming aware of, or suspecting, any disclosure of Confidential Information other than that authorised by section 185 of the *Return to Work Act 2014 (SA)*, regardless of whether such disclosure was caused by the Provider;
- 20. Data.** Promptly provide to ReturnToWorkSA and Claims Agents such data as is reasonably requested relating to services provided in the form and manner specified including data to allow performance measurement of the Provider against other providers;
- 21. Reports.** Provide reasonable periodic and ad hoc reports upon request by ReturnToWorkSA;
- 22. Disclosure.** Promptly notify ReturnToWorkSA of any breach of these conditions, or any fact or circumstance that may affect the Provider's ability to provide services or the quality of the services;
- 23. Information Access.** Provide ReturnToWorkSA with full access to the Provider's information systems and records relating to services provided under these conditions of Approval;
- 24. Use of ReturnToWorkSA name and logo.** Not use ReturnToWorkSA name or any similar name in its legal or trading name or use any logo or product name of ReturnToWorkSA;
- 25. Online Services.** If accepting or declining a Referral sent to the Provider by ReturnToWorkSA and/or a Claims Agent through Online Services, accept or decline the Referral through Online Services and in no other manner; and
- 26. Insurance.** Maintain in force, in its own name and at its own expense, public liability insurance of \$10 million

minimum and professional indemnity insurance of \$5 million minimum.

Rights of ReturnToWorkSA

ReturnToWorkSA may:

- 27. Termination without cause.** Terminate an Approval for any one or more Approved Categories without cause by giving at least 50 days' notice in writing to the Provider.
- 28. Performance.**
 - a. initiate an independent evaluation at any time during the period of the approval which may involve an evaluation of conformance to the Conditions of Approval, and/or
 - b. consult with the relevant professional or industry associations in determining what are reasonable expectations regarding performance, and/or
 - c. impose additional requirements, and/or
 - d. exchange information with other workers' compensation authorities on provider performance, and/or
 - e. revoke approval status if Conditions of Approval are not met.
- 29. Termination for Breach.** Terminate an Approval forthwith by notice in writing where the Provider is in material breach of any of these Conditions and does not remedy that breach within 7 days from receipt of written notice specifying the breach or if the Provider has engaged in fraudulent or unlawful conduct or conduct that would bring ReturnToWorkSA into disrepute;
- 30. Performance failure termination.** Terminate an Approval by giving at least 30 days' notice in writing if the Provider fails to meet the performance requirements set by ReturnToWorkSA from time to time that have application to that Provider;
- 31. Return Certificate.** On any termination require the return of any Certificate of Approval issued to the Provider;
- 32. Variation.** Vary these conditions by written notice to the Provider at least 30 days before the variation is to become effective;
- 33. Set off.** Deduct from any amount payable by ReturnToWorkSA to the Provider, any amount that the Provider owes to ReturnToWorkSA or against which the Provider has indemnified ReturnToWorkSA whether under these conditions or otherwise;
- 34. Audit.** Upon 7 days' notice conduct inspections, tests or audits as it deems necessary to assess compliance with these conditions and the Provider must provide a suitably qualified person to assist. The audit will be at the cost of the Provider if a material or persistent breach is revealed by the inspection or audit; and
- 35. Information Usage.** Use the information provided in the Application or under the Conditions of Approval for any purposes related to ReturnToWorkSA's functions.

General Conditions

36. **Commencement.** An Approval commences on the date of the Certificate of Approval;
37. **No Transfer.** An Approval is personal to the Provider and cannot be transferred. In the case of a corporate Service Provider, a change in control of the Provider shall be deemed to constitute an assignment or transfer of Approval requiring consent of ReturnToWorkSA which consent can be withheld;
38. **Revocation or Amendment.** A referral may be revoked or amended at any time by notice to the Provider;
39. **No Entitlement on Termination.** The Provider is not entitled to recover any loss, costs or damage arising from any termination of an Approval, and a termination does not release liability accrued before termination;
40. **Non-exclusive.** ReturnToWorkSA is permitted to approve other providers entirely in its discretion;
41. **No guarantee of referrals.** The Provider acknowledges that irrespective of the outcome of this Application there is no guarantee of any request for Services to the Provider but these conditions remain in effect unless the Approval is terminated;
42. **Waiver.** No waiver of any condition will be effective unless in writing;
43. **Indemnity.** The Provider indemnifies ReturnToWorkSA and the Claims Agents from and against all actions, claims, demands, losses, damages, proceedings, costs and expenses of any nature whatsoever made by a third party arising out of, or as a consequence of, the performance or non-performance of any services by the Provider;
44. **Statutory Payments.** The Provider will promptly pay all Payroll tax and workers compensation premiums and remuneration due to Provider's personnel; and
45. **Continuing Obligations.** The obligations on set out in clauses 14, 20, 21, 23, 24, 31, 32, 43 and 44 continue beyond the expiry of any approval of the Provider and continue to apply unless ReturnToWorkSA notifies the Provider of its release from those clauses.

Definitions

Approval means approval as a South Australian Return to Work Services provider subject to these Conditions of Approval.

Approved Category(s) means those categories of service which ReturnToWorkSA approved in writing.

Claims Agents means those private sector bodies with whom ReturnToWorkSA has contracted under section 14(4)(d) of the *Return to Work Corporation of South Australia Act 1994* (SA) to provide claims management services from time to time.

Confidential Information means any information disclosed by ReturnToWorkSA to the Service Provider prior to or after the Commencement Date, that is, by its nature confidential, is designated as confidential or which the Provider knows or ought to know is confidential, and which is not in the public domain (other than as a result of breach of a condition of Approval).

Conflict of Interest means circumstances where the Provider receives a Referral concerning any of the Provider's personnel or any of their family members, associates or friends, or any other fact or circumstance whether similar or not that may give rise to a conflict or perceived conflict between, on the one hand, the Provider's duty under this Agreement and to an injured worker to whom the Provider is providing Services, and, on the other, the Provider's interest in some other respect.

Fee Schedules and Guidelines means the ReturnToWorkSA Return to Work Services fee schedule published at www.rtwsa.com as amended from time to time.

Law means the common law, legislation of the State of South Australia and of the Commonwealth of Australia, as amended, or any substitute therefore, and any regulation, order or statutory instrument made under any of the laws at paragraph above and any determination of ReturnToWorkSA exercising a statutory power or discretion under the *Return to Work Act 2014* (SA) or any former legislation.

Online Services means the online portal provided by ReturnToWorkSA which facilitates, amongst other things, the sending of Referrals by ReturnToWorkSA and/or Claims Agents to the Provider and the accepting of such Referrals by the Provider, as well as the sending of invoices by the Provider to ReturnToWorkSA and/or Claims Agents.

Personal Information means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Referral means a request for the provision of services within an Approved Category from ReturnToWorkSA or a claims agent to the Provider in respect of a particular injured worker.

Services means services provided in accordance with the Fee Schedules and Guidelines.

Annex A:

Schedule 5 – Statement of service standards

Part 1—Introduction

1—Aim of these standards

1. These standards are intended to meet the reasonable expectations of workers and employers about how the Corporation should deal with them by—
 1. setting out principles that will be observed by the Corporation when it is dealing with a worker or an employer; and
 2. providing a procedure for lodging and dealing with complaints about breaches of these standards; and
 3. providing consequences and remedies for breaches of these standards.
2. These standards recognise that when a worker or an employer deals with the Corporation, it is reasonable for the worker and the employer to expect the highest standards of service and fairness.

2—Interpretation

Unless the contrary intention appears, a reference in these standards to the Corporation includes—

1. a reference to a self-insured employer; and
2. a reference to a claims agent or to a provider of services engaged by the Corporation or a self-insured employer.

3—Spirit of these standards

These standards encourage positive relationships between the Corporation, workers and employers and acknowledge that the Corporation, workers and employers need to work together in order to achieve the best outcomes for all, especially by adopting early intervention and return to work processes when a worker is injured at work.

Part 2—The standards

4—The standards

The Corporation will—

1. view a worker's recovery and return to work as the primary goal if a worker is injured while at work;
2. ensure that early and timely intervention occurs to improve recovery and return to work outcomes including after retraining (if required);
3. with the active assistance and participation of the worker and the employer, consistent with their obligations under this Act, ensure that recovery and return to work processes focus on maintaining the relationship between the worker and the employer;
4. ensure that a worker's employer is made aware of, and fulfils, the employer's recovery and return to work obligations because early and effective workplace-based coordination of a timely and safe return to work benefits an injured worker's recovery;
5. treat a worker and an employer fairly and with integrity, respect and courtesy, and comply with stated timeframes;
6. be clear about how the Corporation can assist a worker and an employer to resolve any issues by providing accurate and complete information that is consistent and easy to understand (including options about any claim, entitlements, obligations and responsibilities);
7. assist a worker in making a claim and, if necessary, provide a worker with information about where the worker can access advice, advocacy services and support;

8. take all reasonable steps to provide services and information in a worker's or employer's preferred language and format, including through the use of interpreters if required, and to demonstrate respect and sensitivity to a person's cultural beliefs and values;
9. respect and maintain confidentiality and privacy in accordance with any legislative requirements;
10. provide avenues for feedback or for making complaints, and to be clear about what can be expected as a response;
11. recognise a right of a worker or an employer to be supported by another person and to be represented by a union, advocate or lawyer.



The following free information support services are available:

If you are deaf or have a hearing or speech impairment you can call ReturnToWorkSA through the National Relay Service (NRS):

1. **TTY users** can phone 13 36 77 and ask for 13 18 55.
2. **Speak & Listen (speech-to-speech) users** can phone 1300 555 727 and ask for 13 18 55.
3. **Internet Relay users** connect to NRS on www.relayservice.com and ask for 13 18 55.

For languages other than English call the Interpreting and Translating Centre on 1800 280 203 and ask for an interpreter to call ReturnToWorkSA on 13 18 55. For Braille, audio or e-text call 13 18 55.

ReturnToWorkSA

13 18 55

info@rtwsa.com

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