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**Contracting Checklist**

**21 things to consider in your contracting arrangement**

Introduction

There’s a lot to consider when you enter a contract with a Practice.

That’s why I’ve made this checklist to clarify many of the different points of the contract in relation to tax obligations.

I’m in the process of preparing a comprehensive booklet on contracts with detailed explanations. However, and due to the urgency and importance of the matter I wanted to provide you with this questionnaire first. It’s a starting point to get you going while I finalise the booklet.

I use the word urgency because in the past few weeks alone I’ve had several psychologists with contract issues, particularly concerning GST obligations, so I feel it’s crucial to get this out to you as soon as possible.

I highly recommend having a lawyer specialising in employment contracts to review your contract before you sign it.

**Contracting Arrangements Checklist**

|  |  |
| --- | --- |
| **Name of practice:** |  |
| **Name of psychologist:** |  |
| **Date of contract:** |  |

**Questions:**

**1** – **Can the psychologist operate as a sole trader?**

☐ Yes ☐ No

|  |
| --- |
| If No, provide the practice preference for the psychologist’s business structure |

**2** - **Who is providing the psychology services?**

|  |  |
| --- | --- |
|  | Please select |
| Psychologist (i.e. the psychologist’s ABN is on the client invoice) |  |
| Psychology practice (i.e. the practice’s ABN is on the client invoice) |  |

**3** – **Are the client payments for psychology services deposited into the practice’s bank account or into the psychologist’s bank account?**

|  |  |
| --- | --- |
|  | Please select |
| Psychology practice bank account |  |
| Psychologist bank account |  |

|  |
| --- |
| Comments |
|  |

**4** - **Is the psychologist providing their services (i.e. labour hire) to the practice, meaning that the psychologist invoices the practice for the psychologist’s services?**

☐ Yes ☐ No

|  |
| --- |
| If Yes, please enter the contract clause and extract of the clause: |

**5** **– Is the psychologist issuing an invoice for their services to the practice?**

☐ Yes ☐ No

|  |
| --- |
| If Yes, please enter the contract clause and extract of the clause: |

**6** – **Is the practice issuing a “recipient created tax invoice” (RCTI) for the services that the psychology practice receives from the psychologist?**

☐ Yes ☐ No

|  |
| --- |
| If yes – please make sure that the psychologist is registered for GST. Please also provide the contract clause details and an extract of the clause showing this |

**7 - Is the practice providing facility hire, admin and marketing services to the psychologist?**

☐ Yes ☐ No

|  |
| --- |
| If Yes, provide the contract clause details and an extract of the clause showing this |

**8** – **Is the practice issuing an invoice to the psychologist for the facility hire, administration and marketing services?**

☐ Yes ☐ No

|  |
| --- |
| If Yes, please provide the contract clause details and an extract of the clause showing this: |

**9** – **Is the psychologist issuing a Recipient Created Tax Invoice (RCTI) to the practice for the services that the psychologist receives from the practice?**

☐ Yes ☐ No

|  |
| --- |
| If yes – please make sure that the psychologist is registered for GST. Also provide the contract clause details and an extract of the clause |

**10** – **If the psychologist is providing their services to the practice, what is the agreed rate or cost for the practice?**

|  |
| --- |
| Agreed rate or cost: |
| Please provide the contract clause/schedule and the extract of the clause showing this |

**11** – **If the practice is providing services to the psychologist, what is the agreed rate or cost for the psychologist?**

|  |
| --- |
| Agreed rate or cost: |
| Please provide contract clause/schedule and extract of the clause showing this |

**12** – **Who is responsible for the following marketing functions?**

|  |  |  |
| --- | --- | --- |
|  | **Practice** | **Psychologist** |
| Referrals  |  |  |
| Website |  |  |
| Branding |  |  |

**13 – Who is responsible for the matters pertaining to client records?**

|  |  |  |
| --- | --- | --- |
|  | **Practice** | **Psychologist** |
| Storage of client records |  |  |
| Ownership of client records |  |  |
| Access to client records |  |  |
| Security of client records |  |  |
| Access to client notes |  |  |

**14 - Who is responsible for dealing with general client complaints and legal actions from clients?**

|  |  |
| --- | --- |
|  |  |
| Psychology Practice |  |
| Psychologist |  |
| Both |  |

**15 – Who is responsible for the following administration functions?**

|  |  |  |
| --- | --- | --- |
|  | **Practice** | **Psychologist** |
| Scheduling appointments |  |  |
| Taking phone / email enquiries |  |  |
| Collecting Payments  |  |  |
| Following up on debtors |  |  |

**16 – Who is responsible for the following tools and equipment?**

|  |  |  |
| --- | --- | --- |
|  | **Practice** | **Psychologist** |
| Computer/Laptop |  |  |
| Phone |  |  |
| Furniture |  |  |
| Stationery |  |  |
| Testing kit |  |  |
| Client software |  |  |
| Other: Please specify |  |  |

**17 – Who is responsible for the following insurances?**

|  |  |  |
| --- | --- | --- |
| **Insurance Type** | **Practice** | **Psychologist** |
| Professional Indemnity |  |  |
| Public liability |  |  |
| Cyber insurance |  |  |

**18** – **Is the practice going to provide supervision as part of the agreement?**

☐ Yes ☐ No

|  |
| --- |
| If yes – please provide details of the supervision. |

**19** – **Can the psychologist choose his or her working hours?**

☐ Yes ☐ No

|  |
| --- |
| If yes – please provide details of working hours requirements |

**20** – **What are the professional development and training arrangements between the psychology practice and the psychologist?**

|  |  |  |
| --- | --- | --- |
|  | **Practice** | **Psychologist** |
| Professional Development  |  |  |
| Access to CPD materials |  |  |
| Who will pay for CPD? |  |  |
| Time allowed for CPD |  |  |

**21** **– What happens when the contract ends?**

|  |  |
| --- | --- |
| **Details** | **Comments** |
| Date it will end |  |
| When contractor will be informed of opportunity to renew |  |
| Restrictions after it ends |  |

|  |
| --- |
| **Other Comments regarding the contract** |
|  |