

Authorised Employer Agreement

Introduction:

The Social Workers Registration Board (SWRB) has established an Authorised Employer scheme to enable an Authorised Employer to pay for the registration and practising certificate fees and the disciplinary levy on behalf of the social workers it employs.

This Agreement documents our shared understanding that the Authorised Employer will pay the fees and levies incurred by social workers it employs. Under this Agreement, SWRB will grant the Authorised Employer access to the Authorised Employer Portal (the Portal), where the Authorised Employer can manage its interactions with SWRB. Once the social worker has completed their fitness to practise declaration, the Authorised Employer will be invoiced directly rather than reimbursing each of the social workers in its employ.

Additional information for Authorised Employers can be found on our website:
swrb.govt.nz/authorised-employer.

Agreement:

The Authorised Employer Agreement (the Agreement) comprises:

- This cover page
- Agreement Specific Details
- the Terms and Conditions
- all other Schedules and Appendices.

Term:

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between SWRB and the Authorised Employer regarding the payment of fees. This Agreement will continue until a new one replaces it or it is terminated as per clause 10.

Parties:

The parties to this Agreement are the Authorised Employer as named in the Agreement Specific Details section below, and the Social Workers Registration Board (SWRB). See clause 1 of the Terms and Conditions for details.

Fees:

As set out in ss 108 and 109 of the Social Workers Registration Act 2003, SWRB may set fees and impose a disciplinary levy on registered social workers. The fees and levy payable are published in the Gazette and on the Fees and funding page of our website:

swrb.govt.nz/registration/fees/.

Social workers covered by this Agreement:

This Agreement applies to social worker registration applicants, and registered, practising social workers employed by the Authorised Employer as specified in the Agreement Specific Details, Fee Payment Selection section.

Under s 6AA of the Social Workers Registration Act 2003, social worker is a protected title and social workers should not be practising without a practising certificate.

Agreement Specific Details

Parties:

The parties to this Agreement are named below. They will be referred to as the **Social Workers Registration Board (SWRB)** and the **Authorised Employer**.

Agreement:

The **Authorised Person** named below is authorised to enter into this Agreement on behalf of the organisation named below. The Authorised Person, on behalf of their organisation, agrees to become an SWRB Authorised Employer and will pay the fees for its employed social workers selected below.

Fee payment selection

The Authorised Employer agrees to pay for (*please indicate all that apply by ticking below*):

- Practising Certificate fees and Disciplinary Levy for its social workers
- Provisional to Full Registration fee
- Registration fees for its social workers (excluding Overseas Registration)
- Registration fees for its social workers undertaking Overseas pathway applications
- Other fees (please specify below any other fees that the Authorised Employer agrees to pay for its social workers)

Details of fees and levies can be found on our [fees and funding page](#).

Contact Details for Authorised Person and Contact Person

Authorised Person (if the Authorised Person and Contact Person are the same, provide Alternative Contact details in the Contact Person section)

| | |
|--|--|
| Full Name | |
| Job Title / Role | |
| Department | |
| Phone Number | |
| Email Address | |
| Contact Person (for invoices, statements, and other billing communications) | |
| Full Name | |

| | |
|-------------------------|--|
| Job Title / Role | |
| Department | |
| Phone Number | |
| Email Address | |

| Billing Details (to appear on invoice) | |
|--|--|
| Organisation Name | |
| Billing Email Address | |
| Billing Address | |
| Organisation Address (if different from Billing Address) | |

Terms and conditions

I, _____, have read and agree to the terms and conditions set out in the appendix of this Agreement (on behalf of the organisation).

**Social Workers Registration Board
Representative**

Name: _____
 Job Title / Role: _____
 Department: _____
 Signature: _____
 Date: _____

Authorised Person

Name: _____
 Organisation: _____
 Job Title / Role: _____
 Signature: _____
 Date: _____

APPENDIX

Terms and Conditions

1. PARTIES:

- 1.1. This Agreement is made between the Social Workers Registration Board (SWRB) and the organisation (the Authorised Employer) named in the Specific Details Section (at page 3 and 4).

2. TERM:

- 2.1. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between SWRB and the Authorised Employer regarding the payment of fees.
- 2.2. This Agreement will come into effect on the date of the last signature on page 4 (Agreement Date) and will remain in effect until a new Agreement supersedes this Agreement or this Agreement is terminated as per clause 10, whichever comes first.

3. FEES:

- 3.1. As set out in ss 108 and 109 of the Social Workers Registration Act 2003, SWRB may set fees and impose a disciplinary levy on registered social workers.
- 3.2. The fees and levy payable are published in the Gazette and on the fees and funding page of our website: swrb.govt.nz/registration/fees/.
- 3.3. This Agreement will not be invalidated if the fees change after the Agreement date.

4. PRIVACY OF INFORMATION:

- 4.1. The information collected through this Agreement will not be shared with any third parties.

5. CHANGES TO THESE TERMS AND CONDITIONS:

- 5.1. SWRB reserves the right to alter these Terms and Conditions at any time. SWRB will notify the Authorised Employer of any changes by email and by publishing them on the SWRB website: swrb.govt.nz/authorised-employer-agreement. Amendments will be effective 3 working days after SWRB publishes the amended Terms and Conditions on the SWRB website.

6. RESPONSIBILITIES OF SWRB:

Practising Certificates:

- 6.1. SWRB will issue Practising Certificates to the social workers employed by the Authorised Employer after the declaration is received and reviewed.

The Authorised Employer Portal:

- 6.2. SWRB will maintain and provide the Portal service to the Authorised Employer. Through the Portal the Authorised Employer can access the names, registration and practising status, and Practising Certificate renewal status of the social workers it employs.

Payment and Invoicing:

- 6.3. SWRB will email an invoice to the Authorised Employer's nominated Contact Person once every two weeks during the practising certificate renewal period. The fortnightly invoice will only include new invoices generated in that period by any social worker completing interactions that result in the charge of a fee or levy which the Authorised Employer has agreed to pay as specified in the Agreement Specific Details on page 3.
- 6.4. After 1 July each year, until the opening of the next practising certificate renewal period, SWRB will provide authorised employers with a fortnightly invoice for all interactions during the previous month.
- 6.5. In addition, SWRB will provide the Authorised Employer with a statement on the first of every month detailing all outstanding invoices.
- 6.6. Once the Authorised Employer has paid an invoice in full, SWRB will allocate the payments to each of the social workers named on the invoice.
- 6.7. SWRB will make copies of all invoices available through the Portal.

7. RESPONSIBILITIES OF THE AUTHORISED EMPLOYER:

Contact Person and Authorised Person:

- 7.1. The Authorised Employer agrees to provide a nominated Contact Person and email address that SWRB will send any invoices, statements, and other billing communications to.
- 7.2. The Authorised Employer agrees to provide the name and contact email address for the Authorised Person. The nominated Authorised Person will confirm to SWRB that the details of the social workers due to be in the Authorised Employer's employment as at 1 July of each year are correct to the best of their knowledge by the specified date.
- 7.3. If the Authorised Employer nominates the same person for the Contact Person and the Authorised Person, then the Authorised Employer will have to provide SWRB with the contact details for an alternative person (the Alternative Contact) that SWRB will contact if the aforementioned nominated person is unable to be contacted.
- 7.4. The Authorised Employer agrees to notify SWRB if the nominated Contact Person, Authorised Person, and/or Alternative Contact Person changes and will provide the new details as per the Agreement Specific Details section.

Fees and Payment:

- 7.5. The Authorised Employer agrees to pay for the fees and levy that it has selected in the Agreement Specific Details section for the social workers it employs.
- 7.6. The Authorised Employer agrees to pay all invoices it receives from SWRB in full within ten working days of the date on the invoice.
 - 7.6.1. If the outstanding balance on overdue invoices is not paid within 30 working days of the specified due date, SWRB will immediately terminate this Agreement as per clause 10 and the Authorised Employer will be removed as an Authorised Employer.
- 7.7. SWRB will not provide any refunds or reallocation of funds for any fees paid.
 - 7.7.1. SWRB is not liable to refund to the Authorised Employer any fees paid for social workers who ceased to be employed by the Authorised Employer after an invoice has been issued.
- 7.8. The Authorised Employer has the option to pay invoices by credit or debit card through the Portal, or by bank transfer.
 - 7.8.1. If payment is made by bank transfer, a remittance advice detailing the applicable social workers' names and amounts being paid towards each social worker must be provided to accounts@swrb.govt.nz within two working days of the date of the bank transfer.

Communication and Notification:

- 7.9. The Authorised Employer agrees to inform SWRB of changes required to the list of social workers in its employ before the date specified by SWRB in advance of the new practising year, noting any further changes anticipated before 1 July of that year. SWRB will specify the date by which updated details are required in writing at least ten working days prior.
 - 7.9.1. The Authorised Employer agrees to notify SWRB within five working days of any changes made to social workers in its employment after the specified date and before 30 June.

8. SEVERABILITY:

- 8.1. If one or more clauses within this Agreement are determined by a court to be unenforceable or invalid, the remainder of the Agreement shall remain enforceable at law.

9. DISPUTE RESOLUTION:

Governing law and jurisdiction:

- 9.1. The Authorised Employer Agreement and these Terms and Conditions will be governed and interpreted in accordance with the laws of New Zealand. The New Zealand courts have exclusive jurisdiction.

Parties attempt to resolve dispute:

9.2. If a dispute arises under this Agreement, the Parties will seek a mutually satisfactory resolution. If resolution is not possible, the following process will apply to the dispute.

9.2.1. The Parties will, in the first instance, seek to resolve the dispute through direct negotiation.

9.2.2. If the dispute remains unresolved after 30 working days, the Parties will refer the dispute for mediation or arbitration by agreement.

9.2.2.1. In the first instance, the dispute will be referred to a mutually agreed upon mediator. If the Parties are unable to agree on a mediator SWRB will seek to have one appointed by the Arbitrators and Mediators Institute of New Zealand (AMINZ).

9.2.2.2. If mediation is unsuccessful, the Parties will mutually agree to refer the dispute to an arbitrator. If the Parties are unable to agree on an arbitrator, SWRB will seek to have one appointed by the AMINZ.

Dispute Resolution Costs:

9.3. The cost of mediation or arbitration will be shared equally between the Parties.

9.4. Each Party will pay its own legal costs if any are incurred during the dispute resolution process.

10. TERMINATION:

Termination for Breach or Non-Performance:

10.1. If either Party commits a breach of its obligations under this Agreement, the other Party may terminate this Agreement immediately.

10.1.1. SWRB will consider the Authorised Employer to have breached the Agreement if:

10.1.1.1. The Authorised Employer does not confirm to SWRB the social workers in its employ by the specified date as in clause 7.10, unless the Parties agree to an alternative date in advance.

10.1.1.2. The Authorised Employer has one or more invoices that remain outstanding after 30 working days.

Termination with Notice:

10.2. Either Party may terminate the Agreement by providing 20 working days' notice to the other Party.

Authorised Employer's Obligations on Termination:

- 10.3. If the Authorised Employer receives written notice of termination as per clause 10.2, it must pay any outstanding fees in full, or the Parties will agree on a payment schedule.

11. DEBT RECOVERY:

- 11.1. Should the Authorised Employer's social workers owe monies following the end of the Agreement, SWRB reserves the right to pursue the outstanding debt.