

**PART OF MY MIRROR'S  
STANDARD OPERATIONAL  
POLICY AND PROCEDURES**

**Document History**

**Document Information**

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Authorisation	Rachel Tomlinson
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Draft document (n.d.)	1.0	Rachel Tomlinson
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## 1. Purpose

My Mirror is committed to excellence and high quality of service delivery for clients (as outlined in the [Clinical Governance Framework](#)) by creating an environment for its people to operate effectively and ethically. The purpose of this policy is to outline how My Mirror provides a transparent performance management policy to support performance and encourage excellence whilst monitoring, evaluating, and delivering intervention processes to support achievement of expected standards of service delivery, including managing underperformance and misconduct.

My Mirror offers its people a range of supports in the development of their knowledge and skills required to undertake professional and clinical services as a psychologist. My Mirror is also committed to ensuring appropriate and fair systems and processes exist for managing work performance.

This policy seeks to deliver on the Principles below and is enabled by the procedures outlined in this policy.

The performance management policy aims to:

1. Provide its people with the resources required to deliver excellent service
2. Address underperformance and misalignment with My Mirror's Clinical Governance Framework, Terms of Service, Contracts, or legislation or other ethical codes of conduct as relevant to psychological service delivery
3. Manage underperformance, misconduct or serious misconduct fairly, transparently and in a timely manner
4. Outline My Mirror processes and policies associated with ensuring ongoing suitability of its people to deliver services.

## 2. Principles

My Mirror adheres to the following principles for Performance:

Performance constitutes two components:

- A clinician's ability to fulfil the requirements of service delivery including;
  - Having the required knowledge, skills, abilities, experience, qualifications and registration to carry out the services being delivered
  - Ensuring all services delivered are aligned with up to date, evidence based, clinical best practice
- A clinician's conduct whilst undertaking requirements of service delivery
  - Conduct their work in an appropriate manner, ensuring they follow ethical, lawful, legislative requirements to which they are bound
  - Conducting their work and ensuring they are not intentionally harming the business or reputation of My Mirror

## 3. Definitions *(for the purposes of this policy)*

**Service delivery (or services):** any services delivered to clients through My Mirror, including but not limited to; assessment, counselling, report writing, communication, record keeping

**Clinician:** any psychologist who is delivering services or has delivered services to clients through My Mirror platform

**Client:** individual, couple or organisation accessing clinicians via My Mirror's platform to engage in therapeutic interventions, assessments, or other clinical services

**Service Agreement:** refers to the individual agreement between the Clinician or employee of My Mirror which describes the work requirements and conditions.

**Performance Issues and Serious Misconduct:** Fairwork Australia defines underperformance as an individual not doing their job properly or behaving in an unacceptable way. Underperformance is also governed by registration and regulatory bodies of whom its people may be members or associates. This may include:

- Not carrying out work to required standard, or at all
- Not carrying out work in accordance with My Mirror policies, procedures and relevant frameworks or service agreements (including contractual obligations)
- Unacceptable, disruptive, or negative behaviour at work

Fairwork Australia<sup>1</sup> defines serious misconduct as wilful or deliberate conduct which is inconsistent with an individual's work contract. It is conduct that poses serious and imminent risk to the health, safety, reputation, of a person (including client, third parties, employees, fellow contractors, or other stakeholders) or My Mirror. It includes things such as harassment, intoxication at work, theft, fraud,

assault, intoxication at work or refusal to carry out lawful and reasons instructions consistent with their contract/service delivery agreements, or My Mirror policies and procedures.

## 4. Roles and Responsibilities

Who	Commitment	How
My Mirror Clinical and Operational Team	<ul style="list-style-type: none"> <li>My Mirror establish and maintain a culture of improvement and will undertake performance management of contractors.</li> </ul>	<ul style="list-style-type: none"> <li>Review of performance</li> <li>Identifying performance concerns</li> <li>Determining appropriate response (including level of intervention) and timeframe for managing performance concerns</li> <li>Investigating performance concerns in a collaborative, fair and timely manner</li> <li>Conducting quality assurance and quality control activities as per the My Mirror <a href="#">Quality Assurance Policy</a></li> <li>Escalating or deescalating interventions based on the investigative findings.</li> <li>Ensure contractors are aware of their responsibilities and consequences of not effectively executing these responsibilities</li> </ul>
Clinicians	<ul style="list-style-type: none"> <li>As per the <a href="#">Quality Assurance Policy</a> My Mirror expects all clinicians to engage in certain activities to ensure high quality, efficacious and ethical service deliver is undertaken. The policy provides a full outline of expected activities clinicians should undertake as an agreement of work, as well as metrics, measures and actions undertake by My Mirror to identify and investigate performance aligned with such activities.</li> </ul>	Key expectations include, but are not limited to: <ul style="list-style-type: none"> <li>Maintain appropriate credentials as per the My Mirror <a href="#">Credentialling Policy</a></li> <li>Deliver services within their clinical scope, skill, and as per registration and regulatory guidelines, including but not limited to the APS Code of Ethics<sup>2</sup></li> <li>Delivering services in alignment with the My Mirror <a href="#">Quality Assurance Policy</a></li> <li>Conducting their work in alignment with appropriate health and safety expectations</li> </ul> Should a performance issue be identified, contractors will be responsible for: <ul style="list-style-type: none"> <li>Engaging in open and accurate dialogue, and provide evidence or feedback within a reasonable timeframe relating to any investigation being conducted by My Mirror</li> <li>Remedy issues identified and engage in ongoing communication, feedback and</li> </ul>

		<p>performance management conversations until the concerns are deemed managed or appropriately addressed</p> <ul style="list-style-type: none"> <li>Should underperformance not be addressed, or serious misconduct occurs its people must follow not only the service agreement, but should ensure that clients continuity of care is prioritised, including appropriate notification to clients of departure (if appropriate, and requested by My Mirror to undertake this), handover plans are written for each client, client notes and files (including communication logs/records) are up to date and 1:1 handovers with new contractor taking on the client had been conducted (where appropriate and possible). Each aforementioned activity must be completed in a timely manner and to the satisfaction of My Mirror</li> </ul>
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## 5. Process

### 5.1 Management of Unsatisfactory Performance

The management of unsatisfactory performance or misconduct (including gross misconduct) are underpinned by natural justice and procedural fairness.

Natural justice refers to:

- All parties will be heard without bias or judgement
- Any issues raised will be investigated thoroughly, in a timely manner without bias or judgment

Procedural Fairness refers to:

- Standards relating to work performance will be made clear to contractors
- Should satisfactory work performance not be maintained contractors will be made aware of this, alongside the next steps in the process
- When addressing performance formally its people will be able to bring a support person
- Should a 3rd party identify a performance concern My Mirror will investigate before raising the concern with its people
- It is appropriate for My Mirror and its people to engage in informal discussions about work activities, expectations, and performance at an informal level. The focus should always be on early intervention as opposed to more formal measures later on in the performance management process – the exception being related to gross misconduct

- Should concerns and work performance not improve, has not been acknowledged or remains unaddressed by its people, or should performance constitute gross/serious misconduct the process will move to a more formalised approach

## 5.2 Management of Serious Misconduct

Instances of serious misconduct will be handled in alignment with the service agreement and may result in lawful reporting, including reporting of actions to regulatory bodies as appropriate. The services agreement highlights additional reasons for termination, however the below only relate to performance/misconduct, further details relating to activities post termination of the services agreement are available for review in the services agreement, but include things such as pay, post termination restraint etc. Potential outcomes for misconduct include, but are not limited to:

### Termination by notice

Either party may terminate this agreement by one month written notice to the other.

### Termination without notice

The Principal (My Mirror) may immediately terminate this agreement if the Contractor:

- a. Commits any serious or persistent breach of this agreement which is in the reasonable opinion of the Principal incapable of rectification; or
- b. Fails to remedy, to the Principal's reasonable satisfaction, a breach of any provision of this agreement within one week of receiving a notice from the Principal identifying the breach and requiring the breach to be remedied; or
- c. Is subject to a finding of guilt for a criminal or civil offence, other than an offence which, in the reasonable opinion of the Principal, does not affect the Contractor's ability to perform their duties; or
- d. A nominated employee of the Contractor, in the performance of services, commits any act of misconduct, fraud or dishonesty

Delivery up on termination. Upon termination of this agreement, the Contractor must:

- a. Immediately deliver to the Principal any hardware, software, plant or equipment owned by the Principal in the possession of the Contractor together with all documents, plans, lists, inventions, and intellectual property arising out of the services undertaken by the Contractor or any other person working for the Contractor for the Principal; and
- b. Disclaim any association with the business of the Principal.
- c. Dispute resolution- General

If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any statute, neither party may commence any court or arbitration proceedings relating to the dispute unless they have complied with this clause except where they seek urgent interlocutory relief.

- a. Notice specifying the nature of the dispute

- b. The party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party to this agreement specifying the nature of the dispute.
- c. On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, determination, or similar techniques agreed by them.

#### Mediation

If the Contractor and the Principal do not agree within 7 days of receipt of the notice, or such further period as agreed in writing by them, as to:

The dispute resolution technique and procedures to be adopted;

- a. The timetable for all steps in those procedures; and
- b. The selection and compensation of the independent person required for such technique,
- c. then they must mediate the dispute in accordance with the mediation rules of the recognised professional association for solicitors in the State of New South Wales.
- d. The president of this professional association or the president's nominee will select the mediator and determine the mediator's payments.

#### Proceedings

If the mediation referred to above is not completed within four weeks of reference to a mediator then either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

#### Associated costs

The costs of the mediation will be borne equally by the parties.

## 6. Compliance

Compliance with the Performance Management Policy applies to the My Mirror Clinical and Operational Team and Clinicians.

## 7. Related Documents

- [Clinical Governance Framework](#)
- [Quality Assurance Policy](#)
- [Credentiaing Policy](#)

## 8. Review

This policy is a living document that will be continually reviewed and updated to remain relevant and adapt to changing circumstances. At a maximum, it will be reviewed every two years.

## 9. References

1. Fair Work Ombudsman. (n.d.). Managing performance and warnings. Australian Government. Retrieved September 18, 2023, from <https://www.fairwork.gov.au/employment-conditions/performance-in-the-workplace>
2. Australian Psychological Society. (2007). *Code of ethics*. Melbourne, Vic: Author. <https://psychology.org.au/getmedia/d873e0db-7490-46de-bb57-c31bb1553025/18aps-code-of-ethics.pdf>