

SUPPORT COORDINATION SERVICES AGREEMENT

PARTIES

Participant

Name
Physical address
Postal address
Telephone
Email

Support Coordinator

Name
Physical address
Postal address
ACN/ ABN
Telephone
Email

AGREEMENT DETAILS

Item 1.	Start Date	
Item 2.	End Date	
Item 3.	Insurance	<div>(1) Public liability insurance: \$20 million in respect of each occurrence.</div> <div>(2) Professional indemnity insurance: \$10 million in respect of each claim during the Term and for 6 years from the end of the Term.</div> <div>(3) Any other insurance required as a condition of the Support Coordinator’s registration as an NDIS provider.</div>
Item 4.	Payment Officer	Invoices are to be sent to:
Item 5.	Notices	<div>Participant</div> <div>Physical address:</div> <div>Postal address:</div> <div>Telephone:</div> <div>Email:</div>

Public Trustee and Guardian

Physical address: 221 London Cct, Canberra City

Postal address: PO Box 221, Civic Square, ACT 2608

Telephone: (02) 6207 9800

Email: guardians@act.gov.au

Support Coordinator

For general notices:

Physical address:

Postal address:

Telephone:

Email:

For feedback/ complaints:

Postal address:

Telephone:

Email:

BACKGROUND

- A. The Participant has an approved plan under the NDIS Act.
- B. The ACT Public Trustee and Guardian has been appointed as the guardian for the Participant and has the power to make decisions concerning services to be provided to the Participant.
- C. The Support Coordinator has agreed to provide the Services to the Participant as required by the Participant's Plan and in accordance with the terms and conditions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreed Rates	means the rate specified for each Service in Schedule 1 .
Australian Privacy Principles	means the Australian Privacy Principles set out in Schedule 1 of the <i>Privacy Act 1988</i> (Cth).
Business Day	means a day that is not: <ul style="list-style-type: none">(1) a Saturday or Sunday; or(2) a public holiday for the Australian Capital Territory pursuant to the <i>Holidays Act 1958</i> (ACT).

Agreement	means this deed between the Participant and Support Coordinator and includes all Schedules.
End Date	means the date specified in Item 2 of the Agreement Details .
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Guardian	means: <ul style="list-style-type: none"> (1) the ACT Public Trustee and Guardian or his or her delegate; or (2) where the ACT Public Trustee and Guardian's appointment as the Participant's guardian ceases, the person appointed as the Participant's guardian pursuant to the <i>Guardianship and Management of Property Act 1991</i> (ACT).
Guardianship Legislation	means the <i>Public Trustee and Guardian Act 1985</i> (ACT) and the <i>Guardianship and Management of Property Act 1991</i> (ACT).
Invoice	means an invoice that: <ul style="list-style-type: none"> (1) if GST is payable, is a valid tax invoice for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); (2) clearly sets out details of the amount that is due for payment, is correctly calculated in accordance with the Agreed Rates and is in respect of Services provided by the Support Coordinator pursuant to this Agreement; and (3) is rendered at the times specified in Schedule 1 (if any) and addressed to the Payment Officer.
NDIA	means the National Disability Insurance Agency.
NDIS Act	means the <i>National Disability Insurance Scheme Act 2013</i> (Cth).
NDIS Rules	means any rules made pursuant to the NDIS Act.
Participant's Plan	means the Participant's plan which is in effect under section 37 of the NDIS Act.
Payment Officer	means the person specified in Item 4 of the Agreement Details .
Personal Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personal Health Information	has the same meaning as in the <i>Health Records (Privacy and Access) Act 1997</i> (ACT).
Prescribed Insurer	means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.
Services	means the services described in Schedule 1 .
Start Date	means the date specified in Item 1 of the Agreement Details .

Term	means the term of this Agreement as determined under clause 2 .
WWVP Act	means the <i>Working with Vulnerable People (Background Checking) Act 2011</i> (ACT).
WWVP Registration	means registration under section 41 of the WWVP Act.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to the Support Coordinator include any employees, agents or subcontractors of the Support Coordinator;
- (2) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any determinations, notifiable instruments or other subordinate legislation issued under that legislation or legislative provision; and
- (3) a reference to any party to this Agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Term

This Agreement commences on the Start Date and ends on the End Date unless terminated earlier.

3. Services

3.1 Acknowledgements

- (1) The parties acknowledge and agree:
 - (a) the Participant is a person with a disability and, in providing the Services, the Support Coordinator will have regard to the human rights of the Participant as set out in the United Nations Convention on the Rights of Persons with Disabilities and the *Human Rights Act 2004* (ACT);
 - (b) the Guardian signs this Agreement on behalf of the Participant pursuant to powers vested in the Guardian in accordance with the Guardianship Legislation;
 - (c) the Guardian may exercise rights and powers on behalf of the Participant in accordance with the Guardianship Legislation;
 - (d) this Agreement includes expectations as to how the Guardian will act in exercising any rights of the Participant in relation to the Services;
 - (e) the rights, duties and responsibilities of the Guardian as they relate to the ACT Public Trustee and Guardian cease upon the cessation of the ACT Public Trustee and Guardian's appointment as Guardian; and
 - (f) this Agreement is otherwise unaffected by the cessation of the ACT Public Trustee and Guardian's appointment as Guardian.

- (2) The Support Coordinator agrees that:
 - (a) where it is required to be a registered NDIS provider under the NDIS Act or the NDIS Rules, it is a registered NDIS provider as at the date of this Agreement and will maintain its registration as an NDIS provider for the Term;
 - (b) where the Support Coordinator or any of its personnel require registration pursuant to the WWVP Act to provide the Services, these personnel will have a current WWVP Registration at all relevant times.
- (3) The Support Coordinator must notify the Participant and the Guardian immediately upon becoming aware that any of the registrations referred to in **clause 3.1(2)** have ceased or been revoked.

3.2 Provision of Services

- (1) The Support Coordinator must provide the Services to the Participant:
 - (a) in compliance with the Participant's Plan and for the purposes of achieving the goals in the Participant's Plan;
 - (b) in a courteous and respectful manner;
 - (c) to a high standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Support Coordinator is engaged; and
 - (d) in accordance with this Agreement including all timeframes in **Schedule 1**, all applicable laws and any reasonable request of the Guardian from time to time.
- (2) In providing the Services, the Support Coordinator must:
 - (a) communicate openly and honestly with the Participant and the Guardian in a timely manner;
 - (b) consult the Participant and the Guardian on decisions in relation to how the Services are provided;
 - (c) listen to the Participant's and the Guardian's feedback and work with them to resolve problems in a timely manner; and
 - (d) keep records of all support coordination provided to the Participant as part of the Services provided under this Agreement.

3.3 Responsibilities of Participant

The Participant agrees to:

- (1) cooperate with the Support Coordinator in its provision of the Services;
- (2) be courteous and respectful towards the Support Coordinator's personnel at all times;

- (3) provide feedback to the Support Coordinator in relation to the Services
- (4) advise the Support Coordinator of:
 - (a) any health issues he or she may have that may impact on his or her supports;
 - (b) any special needs or requirements he or she may have; and
 - (c) any changes to his or her needs or requirements or any change to his or her situation that may impact on the provision of the Services.

4. Payment for Services

Subject to the Participant being reasonably satisfied that the Support Coordinator has provided the Services in accordance with this Agreement, the Support Coordinator will issue an Invoice to the Payment Officer in accordance with **Schedule 1**.

5. Review of Participant's Plan

- (1) Six weeks prior to the date the Participant's Plan is due to be reviewed, the Support Coordinator must work with the Participant and Guardian to review the Participant's Plan to consider:
 - (a) the creation of a new plan for the Participant;
 - (b) the Participant's statement of goals and aspirations and whether these were achieved;
 - (c) the appropriateness and effectiveness of the current supports including whether the supports were value for money;
 - (d) any problems experienced in implementing the plan and solutions to these problems;
 - (e) the utility of continued support coordination by the Support Coordinator; and
 - (f) any other relevant matters.
- (2) The Support Coordinator will assist the Participant to prepare for each scheduled plan review.

6. Change of Participant's Plan

- (1) The Participant will promptly notify the Support Coordinator if the Participant's Plan is suspended or replaced or the Participant stops being a participant in the NDIS.
- (2) Where the Participant's Plan is replaced, the Participant will promptly:
 - (d) provide the relevant extracts of the Participant's new plan to the Support Coordinator where they do not already have a copy; and

- (e) notify the Support Coordinator of the date the new plan is approved under the NDIS Act ('Effective Date').
- (3) The Participant's Plan will be taken to be changed for the purpose of this Agreement to the Participant's new plan on and from the Effective Date.
- (4) Where the Support Coordinator does not agree to the Participant's new plan, the Support Coordinator may terminate this Agreement at any time within 30 days of the Effective Date by providing the Participant with 10 business days' notice.

7. Privacy

The Support Coordinator must:

- (1) comply with the Australian Privacy Principles in its collection, use, disclosure and handling of any Personal Information of the Participant;
- (2) comply with the *Health Records (Privacy and Access) Act 1997* (ACT) in its collection, use, disclosure and handling of any Personal Health Information of the Participant;
- (3) promptly notify the Participant and Guardian in writing of any actual or suspected breach of its obligations under **clauses 6(1) or 6(2)**.

8. Insurance

The Support Coordinator must effect and maintain with a Prescribed Insurer during the Term and for any prudent run-off period:

- (1) the insurances set out in **Item 3** of the **Agreement Details**; and
- (2) all insurance which a prudent owner and operator would maintain when carrying out activities of a similar nature to the Services.

9. Complaints and Dispute Resolution

- (1) The Support Coordinator must inform the Participant of its complaints and dispute handling processes.
- (2) If the Participant wishes to provide feedback or make a complaint in relation to the Services, the Participant may contact the person identified in **Item 5** of the **Agreement Details**.
- (3) Where the Participant is not satisfied or does not want to talk to the person identified in **Item 5** of the **Agreement Details**, the Participant may contact the National Disability Insurance Agency by phoning 1800 800 110, visiting one of their offices in person or visiting ndis.gov.au for further information.

10. Termination

10.1 Termination for any reason

- (1) The Participant may terminate this Agreement at any time without cause and without needing to provide reasons by giving the Support Coordinator 30 days' notice.
- (2) The Support Coordinator may terminate this Agreement at any time without cause by giving the Participant and the Guardian 30 days' written notice.

10.2 Termination for Default

A party may terminate this Agreement by providing written notice to the other party where the other party (**'Defaulting Party'**) is in breach of a provision of this Agreement, where that breach:

- (1) if capable of being remedied, is not remedied within 10 Business Days of the Defaulting Party being provided with notice to do so (**'Remedy Period'**), and in such event, termination will take effect on the day after the last day of the Remedy Period; or
- (2) is not capable of being remedied and in such event, the termination will take effect immediately upon provision of the notice to the Defaulting Party.

10.3 Support Coordinator to confirm termination with Guardian

Where the Support Coordinator has received a notice to terminate from the Participant, the Support Coordinator must contact the Guardian in writing via email to the inbox listed at **Item 5 of the Agreement Details** to ensure that the Guardian is aware of the purported termination, prior to ceasing to provide the Services to the Participant.

11. General

11.1 Variation

Other than as set out in **clause 6**, this Agreement may only be varied by the written agreement of the parties prior to the expiration of the Term.

11.2 Conflict of interest

- (1) The Support Coordinator warrants that at the start of the Term no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.
- (2) If a conflict of interest or potential conflict of interest arises during the Term, the Support Coordinator must notify the Participant and Guardian immediately in writing of the conflict of interest or potential conflict of interest and its proposed plan to eliminate or otherwise manage the conflict of interest.
- (3) The parties must negotiate in good faith to agree on a plan to eliminate or manage a conflict of interest and, once agreed, the Support Coordinator must comply with this plan.

11.3 No employment, partnership or agency relationship

Nothing in this Agreement:

- (1) creates a partnership, joint venture, fiduciary, employment or agency relationship between the Participant and the Support Coordinator; or
- (2) imposes any duty of good faith on a party (unless otherwise expressly provided).

11.4 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes any prior representations, negotiations, writings, memoranda and agreements between the parties on that subject matter.

11.5 No waiver

Failure or omission by a party to enforce or require strict or timely compliance with any provision of this Agreement at any time will not affect or impair that provision in any way or the rights and remedies that the party may have in respect of that provision.

11.6 Compliance with laws and governing law

- (1) This Agreement is governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
- (2) The Support Coordinator must comply with the laws from time to time in force in the Australian Capital Territory in performing its respective obligations under this Agreement.

11.7 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and delivered or sent (as applicable) to the relevant address for the party as specified in **Item 5** of the **Agreement Details**. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of three days after the date on which it was sent; or
- (3) if sent by electronic mail, on the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address.

11.8 Survival of clauses

Clauses 7 and **8** will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

Services and Agreed Rates

Service List the name of the support/service/line item	How Service to be provided List how, when, where and by whom the support will be provided	Agreed Rate including GST List the price of the support/service	When and how Services may be Invoiced

DATE OF THIS AGREEMENT

Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange.

SIGNED for and on behalf of the)
PARTICIPANT by a delegate of the)
PUBLIC TRUSTEE AND GUARDIAN:)

.....
Signature of Guardian

.....
Print name

Date

SIGNED by or for and on behalf of:)
)
)

.....
Signature of director/ authorised
officer/ individual*
*DELETE whichever is not applicable
(see note below)

.....
Signature of second authorised officer*
*only use if Incorporated Association
(see note below)

.....
Print name

Date:

.....
Print name

Date:

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

Individual: Must be signed by the individual Support Coordinator and witnessed.

Incorporated Association: Must be signed in accordance with the Support Coordinator's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.