**This agreement is made between:**

|  |  |
| --- | --- |
| **Nextstep Initiative, we or us:** | Nextsteps Initiative ABN **36 922 430 417**Address: P.O. Box 173, Salisbury, SA 5108Email: admin@nextstepinitiative.com.auContact: Andrew Rowe |

**and:**

|  |  |  |
| --- | --- | --- |
| **Client or you:** | First Name: |  |
|  | Last Name: |  |
|  | Phone: |  |
|  | Mobile: |  |
|  | Email:  |  |
|  | Date of Birth: |  |
|  | Street:  |  |
|  | Suburb: |  |
|  | State: |  |
|  | Postal Code: |  |
|  | NDIS Number: |  |
|  | Plan Start Date: |  |
|  | Plan Expiry Date: |  |

|  |  |  |
| --- | --- | --- |
| **Representative who****can act for you (if any)** | First Name: |  |
|  | Last Name: |  |
|  | Phone: |  |
|  | Mobile: |  |
|  | Email:  |  |
|  | Relationship to Client: |  |

|  |  |  |
| --- | --- | --- |
| **Nextstep Initiative to invoice:** | Us directly (self managed)/Plan Manager (plan managed)/NDIA directly (NDIA managed)/Plan Nominee (Plan nominee managed) |  |

**Internal Use**

|  |  |
| --- | --- |
| **Date of this Agreement** |  |
| **Scheduled Review Date** |  |
| **Has the Client been provided this Agreement? Provide details of date and method of provision** |  |
| **Is the Agreement consistent with the Client Intake Form. If not, why not?** |  |
| **Has the Client been supported to understand the Agreement?** **Was a representative or advocate present (if applicable). Provide details.** |  |
| **Has the Client signed the Agreement?** |  |
| **Have we signed the Agreement?** |  |
| **Has a fully signed version of the Agreement been provided to the Client? Make a record of the circumstances if the Client did not receive a copy of their Agreement.** |  |

**Terms of Agreement**

# Purpose of this Agreement

### The purpose of this Agreement is to document a personalised and self-directed support arrangement between Nextstep Initiative and you, specifically, in relation to the provision of support coordination services. Please ensure your details and those of your Representative (if any) are accurately set out above.

### This Agreement is made in accordance with the rules and the goals of the NDIS and for the purpose of providing the Support Coordination Services to you in accordance with your Plan.

### This Agreement is made in the context of the NDIS, which is a scheme that aims to:

#### support the independence and social and economic participation of people with disability, and

#### enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

# Definitions and interpretation

## Definitions

In this Agreement:

### **Agreement** means this agreement and includes any schedules and annexures.

### **Nextstep Initiative, us or we** means Nextsteps Initiative ABN **36 922 430 417**.

### **Client or you** means the NDIS participant as identified on page 1 of this Agreement.

**Commencement Date** means the date on which you sign this Agreement.

### **NDIA** means the National Disability Insurance Agency, which runs the NDIS.

### **NDIS** means the National Disability Insurance Scheme as established by the NDIS act.

### **NDIS Act** means the National Disability Insurance Scheme Act 2013 (Cth) (as amended or replaced from time to time).

 **NDIS Rules** means any rules or other legislative instruments made under the) NDIS Act.

### **Other Support Services** means services and supports delivered to you by other service providers including health care and allied health providers.

### **Plan** means the written Plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your Local Area Coordinator).

**Principal** means Andrew Rowe and Ellora Rowe.

### **Support Coordination Services** means the support coordination services and supports you agree for us to provide and we agree to provide to you, following the process set out in clause 4(a).

**Worker** means any worker providing support and services to you.

## Interpretation

In this Agreement:

### a reference to a word includes the singular and the plural of the word and vice versa;

### if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

### a reference to a party is a reference to a party to this Agreement and includes a reference to that party’s successors and permitted assigns; and

### the term ‘including’, ‘e.g.’, ‘such as’, ‘particularly’ or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation.

# Commencement and Review

### The Agreement commences on the Commencement Date and will continue until either you or Nextstep Initiative terminates it in accordance with clause 13.

* + 1. The terms of this Agreement will be reviewed on the Review Date specified above.

# The Support Coordination Services we provide

### You, your Representative and Nextstep Initiative will work together to determine the specific Support Coordination Services that we can provide to you to meet your goals. Through your client intake form, initial consultation(s) with us, this Agreement and the support planning process, we will agree upon the specific Support Coordination Services, appointment times, locations and staff members that will provide the Support Coordination Services. We will set out the Support Coordination Services we agree to provide to you in writing in the form of a Services Schedule.

### The Support Coordination Services can be adjusted and adapted in consultation with us, as your needs, goals and preferences change.

### If your Plan details differ from the details recorded in the NDIS portal, Nextstep Initiative will provide the Support Coordination Services to you according to the details in the NDIS portal.

### You and your Representative agree to:

#### Nextstep Initiative accessing and reviewing your Plan;

#### Nextstep Initiative discussing your Plan with the NDIA and its contractors (like Local Area Coordinators);

#### Nextstep Initiative discussing your Plan with service providers providing the Other Support Services;

#### Nextstep Initiative claiming any travel time when travelling to meet you, from your NDIS funds, to the extent we are entitled to under the NDIS Rules and applicable laws;

#### Nextstep Initiative claiming for Non-Face-to-Face supports, to the extent we are entitled to under the NDIS Rules and applicable laws;

#### Nextstep Initiative claiming for NDIA Requested Reports supports, to the extent we are entitled to under the NDIS Rules and applicable laws;

#### Nextstep Initiative providing you with the Support Coordination Services in line with the terms set out in this Agreement (as updated from time to time) and your support plan;

#### if required for random auditing purposes, be interviewed and have your records reviewed by third party accreditation, auditors and legislative bodies; and

#### the terms of Nextstep Initiative’s Policies.

# Conflicts of Interest

### When conducting Support Coordination Services in addition to other necessary supports to you, to ensure that any perceived or actual conflict of interest is managed, Nextstep Initiative will enter into a Conflict of Interest Declaration with you and will:

### explain our Conflict of Interest Policy to you in a manner that you are most likely to understand.

### to ensure there is no conflict of interest, when Nextstep Initiative proposes to provide services that you require, in addition to Support Coordination Services, endeavour to always provide 3 quotes (if possible) from other businesses, in addition to our own. It is then your decision if you would like to choose our supports (in addition to support coordination) or go with another provider.

### make clear to you that your decision to choose an alternative provider will not affect your Support Coordination Services at all, as they operate independently from each other, and that you need not be worried about any repercussions.

### document, in case notes and/or below, the choice of providers offered to you and/or your nominee for each support category where a provider is to be engaged.

### document, in case notes and/or below, the rationale for your choice of provider for each support category where a provider is engaged.

### where you have chosen another Nextstep Initiative service for service provision, a request for capacity or quote is documented by the support coordinator in respect of such service proposed to be offered by Nextstep Initiative.

### provide information to you and/or your nominee at the initial meeting of the process for requesting a change in service provider, including Support Coordination.

# Your consent to Support Coordination Services

### Your informed consent is required for the Support Coordination Services provided by Nextstep Initiative. If the Client is a child, consent also needs to be provided by a parent or legal guardian (i.e. your Representative).

### You may withdraw your consent for any specific Support Coordination Service at any time, and the specific Support Coordination Service will cease immediately.

### The Support Coordination Services are designed to be effective and safe, however, like any treatment, therapy or service, there are benefits and risks.

### Nextstep Initiative staff may ask personal questions relating to your individual goals and circumstances. The more information you provide, the more effective the Support Coordination Services will be. However, it is your choice as to what information you choose to provide.

### It may be necessary for the Nextstep Initiative staff to make physical contact with you for the purpose of providing the Support Coordination Services. Consent will be achieved through signing this Agreement, with implied consent being assumed for the duration of the Agreement (until you tell us otherwise).

### By agreeing to receive the Support Coordination Services, you further acknowledge the following:

#### assessment and screening may be undertaken and any records taken will be kept in your confidential client file in accordance with the relevant privacy laws;

#### video, photo, written records and work samples may be taken, and if taken will be kept in a confidential client file in accordance with the Privacy and Dignity Policy; and

#### with prior permission and consent, the NDIA, local area coordinators and service providers that provide Other Support Services may be contacted to discuss your Plan to gather further information and understanding of and otherwise support your individual circumstances and goals.

# Fees for Support Coordination Services

### Nextstep Initiative will charge you for the Support Coordination Services.

### Additional expenses (i.e. things that are not funded under your Plan) are your responsibility and to be paid by you.

### The prices for the specific Support Coordination Services that we provide to you are set out in the [NDIS Price Guide](https://www.ndis.gov.au/providers/price-guides-and-pricing). All prices are subject to change when the NDIS Price Guide changes. The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up to date NDIS Price Guide and the specific Support Coordination Services we perform.

# Payments

### Nextstep Initiative will be paid in respect of Support Coordination Services provided to you by one or a combination of the below payment methods:

### (**Self-managed**) If you have chosen to self-manage the funding/payment for the Support Coordination Services, after we provide the relevant Support Coordination Services (or part thereof), Nextstep Initiative will send you an invoice for those Support Coordination Services for you to pay. You must pay the invoice within seven (7) days of the date of the invoice;

### (**Managed by Plan nominee**) If your nominee (i.e. the participant’s nominee) manages the funding/payment for the Support Coordination Services, after we provide the relevant Support Coordination Services (or part thereof), Nextstep Initiative will send your nominee an invoice for those Support Coordination Services for your nominee to pay. Your nominee must pay the invoice within seven (7) days of the date of the invoice;

### (**NDIA managed**) If you have nominated the NDIA to manage the funding/payment for the Support Coordination Services, after we provide the relevant Support Coordination Services (or part thereof), Nextstep Initiative will claim payment for those Support Coordination Services from the NDIA; and

### (**Managed by a registered plan management provider**) If you have nominated a Plan management provider to manage funding/payments for the Support Coordination Services, you will need to provide their details to us and after we provide the relevant Support Coordination Services (or part thereof), Nextstep Initiative will claim payment for those Support Coordination Services from the plan management provider.

# Our Responsibilities

### During the term of this Agreement, Nextstep Initiative will:

### act with respect for your individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions.

### respect your privacy.

### provide Support Coordination Services in a safe and competent manner with care and skill.

### act with integrity, honesty and transparency.

### promptly take steps to raise and act on concerns about matters that may impact the quality and safety of Support Coordination Services.

### take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability.

### take all reasonable steps to prevent and respond to sexual misconduct.

### arrive at the location where the Support Coordination Services are to be provided at the appointment time, ready to deliver the Support Coordination Services.

### provide the Support Coordination Services in a way that is consistent with all applicable laws, including the NDIS Act and the NDIS Rules, the National Privacy Principles and the Australian Consumer Law.

### treat you with dignity and respect at all times and value your legal and human rights, including your right to make informed choices concerning the Support Coordination Services to be provided to you.

* + 1. make reasonable efforts to involve you in selecting your workers, including the preferred gender of workers, if we are providing personal care support to you.
		2. where you have specific needs which require monitoring and/or daily support, workers providing support to you are appropriately trained and understand the participant’s needs and preferences.

### notify you about changes to appointment times and other changes to the delivery of Support Coordination Services.

### with your reasonable assistance, provide a safe and comfortable space for the delivery of the Support Coordination Services.

* + 1. If required, provide you with a photo of your Workers to ensure they are easily identifiable to you.

### treat your information as private and confidential.

### provide timely invoices and statements for the Support Coordination Services.

### communicate openly, honestly and promptly with you.

### keep accurate and up-to-date records of all the Support Coordination Services provided to you.

### make contact with the NDIA about your Plan when necessary.

### In the event of any unavoidable changes to the provision of supports to you due to an emergency or disaster occuring, such that the regular Worker providing supports to you is unavailable, we will follow the following care continuity plan to ensure that supports continue to be delivered to you:

### **Step 1 -** We will attempt to find a suitably qualified and/or experienced Worker at Nextstep Initiative to fill in on a temporary basis to provide support to you while your regular Worker is absent.

### **Step 2** (should Step 1 be or become unworkable) - engage an external agency (such as Drake or Mabel) to provide short term assistance or otherwise recruit for the role.

### **Step 3** (should the unplanned absence become permanent) - Recruit a new Worker to act in the role.

### Where changes or interruptions are unavoidable, we will explain and agree with you.

* + 1. Further information on our arrangement for providing support in the event of an emergency or disaster are set out in our Business Continuity, Emergency and Disaster Preparedness Plan and Emergency and Disaster Preparedness Policy. We are happy to provide these documents on request.

# Responsibilities of the Client

### You and your Representatives agree to:

### let Nextstep Initiative know about any concerns you have with any of the Support Coordination Services which are being provided.

### be actively involved in designing the support plan and setting and monitoring goals.

### ensure the fees for the Support Coordination Services are able to be met within the funding available in your approved Plan.

### ensure all invoices are paid promptly and in full.

### immediately notify Nextstep Initiative if you stop being a participant in the NDIS.

### keep Nextstep Initiative informed of any change in circumstances that will likely affect the delivery of Support Coordination Services or impact this Agreement such as, where you live, medication/medical treatments and procedures, behavioural changes that are likely to impact on the safe delivery of the Support Coordination Services, guardianship and care arrangements.

### Be at the designated location where the Support Coordination Services are to be provided at the agreed appointment time.

### treat all Nextstep Initiative staff, workers and others present during the delivery of support and services with respect and abide by Nextstep Initiative’ Policies.

### let us know if you suspend, change, or intend to change, your Plan, or if you are no longer a participant in the NDIS.

### provide Nextstep Initiative with a copy of any updated or revised Plan as soon as reasonably possible.

### Nextstep Initiative providing documents and email updates to you electronically; and

### inform Nextstep Initiative if you do not want to receive documents or email updates electronically.

# Cancellation and No Show Policy

### You agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:

### do not show up for a scheduled Service within a reasonable time, or are not present at the agreed place and within a reasonable time when Nextstep Initiative is travelling to deliver the Services; or

### have given less than seven (7) clear days’ notice of cancellation for a Service, and

### Nextstep Initiative cannot find alternative work for the scheduled employee whom we are obligated to pay for the scheduled shift.

# Privacy

### Your privacy is important to us. When we provide the Services to you, we will collect, use, disclose and store information about you. The information is known as Personal Information and Sensitive Information.

### Our Privacy and Dignity Policy defines what this Personal Information and Sensitive Information is and how we collect, use, store and disclose this information. You should read our Privacy and Dignity Policy carefully – it contains important information. You do not have to consent to us collecting, using, storing and disclosing this information.

### You are able to make decisions about your Personal Information and Sensitive Information including about how we collect, use, store and disclose it when you complete a Privacy Consent Form.

# Feedback and Complaints

### If you feel comfortable, you are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.

### A complaint may be made on an anonymous basis. You can make an anonymous complaint:

### by calling the number in section 12.1(d) below and stating that you wish to make an anonymous complaint (so we don’t ask you to identify yourself); or

### in writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify you and posting it to the address specified in section 12.1(c) below.

### You can make a complaint to Nextstep Initiative:

### in person to the Directors or a staff member;

### by email to admin@nextstepinitiative.com.au;

* + - 1. by post to P.O. Box 173, Salisbury, SA, 5108;

### verbally by telephone to 0450 983 223.

### For all written feedback or complaints, you are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.

### You can make a complaint to the NDIS Commision by:

### Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.

### National relay Service and ask for 1800 035 544.

### Visiting https://www.ndiscommission.gov.au/about/complaints and completing a complaint contact form.

### The NDIS Commission can take complaints about:

### services or supports that were not provided in a safe and respectful way.

### services and supports that were not delivered to an appropriate standard.

### We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

# Termination

### Nextstep Initiative and the Client may terminate this Agreement by giving at least four weeks’ written notice of termination to the other party.

### Nextstep Initiative may terminate this Service Agreement with immediate effect if:

### the Client ceases to have a source of individualised government funding (i.e. they are no longer an NDIS participant or all of their NDIS funding is used) or have a source of private funding;

### your support plan or the Support Coordination Services provided by Nextstep Initiative are no longer able to meet the person’s needs or assist in achieving chosen goals;

### the Client or their support network fails to communicate and provide information about changes to your needs including in respect of the Support Coordination Services;

### the Client transfers to another service provider;

### the Client dies;

### the Client is unable or unwilling over a period of time to work towards agreed goals;

### the Client is unwilling to meet the reasonable conditions required in their support plan, thus affecting the safe delivery of a service to the Client and the health and safety of the staff;

### the Client is in breach of the terms of the Agreement

### the Client fails to comply with the Policies of Nextstep Initiative;

### changes to your condition results in the supports or services they require exceeding the skills and expertise Nextstep Initiative staff can deliver or the would otherwise require services to be provided that Nextstep Initiative does not have capacity to provide;

### there has been no contact between the person and Nextstep Initiative for 2 months;

### the Client or members of their support network engage in behaviour which is unacceptable to Nextstep Initiative, such as violence, abuse, aggression, theft or property damage or which poses risks to the safe delivery of the Support Coordination Services or the health and safety of the staff;

### The Client ignores risk management procedures under the Nextstep Initiative Work Health and Safety Policy.

### the Client fails to pay fees due and payable to Nextstep Initiative by the due date for payment under this Agreement.

# Indemnity and Release

### Except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, you irrevocably and unconditionally indemnify us against all liabilities you directly or indirectly suffer or incur in connection with:

### damage or loss of any property or injury or the death of any person;

### anything we are required or permitted to do under this Agreement; or

### any Services not being available to you.

### You irrevocably and unconditionally indemnify us against all liabilities directly or indirectly arising from or incurred in connection with:

### except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, damage or loss of any property or injury or the death of any person;

### our doing anything that you must do under this Agreement but which you have not done properly; and

### your breach of this Agreement, which includes anything done by your Representative, agent or invitee that would be a breach of this Agreement if done by you.

# Goods and services tax

### The parties agree that:

#### the supply of the Support Coordination Services under this Agreement is the supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the **NDIS Act**, in your Plan currently in effect under section 37 of the NDIS Act;

#### your Plan is expected to remain in effect during the period the Support Coordination Services are provided; and

#### the Client or their representative will immediately notify Nextstep Initiative if your Plan is replaced by a new plan or if the Client stops being a participant in the NDIS.

# General

## Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which Nextstep Initiative is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

## Amendment

The parties may only amend this Agreement if each party signs the written amendment.

## Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

## Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

## Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

## Assignment

### This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.

### A party other than Nextstep Initiative may not assign its rights under this Agreement.

### Nextstep Initiative may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

## Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

## Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

## Consent or approval

Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

## Entire agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

## Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

## Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

## Notices

### A party may send a notice in connection with this Agreement by hand delivery, pre‑paid post or email transmission to another party at the recipient party’s address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.

### A notice is deemed to be received:

#### if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:30 pm, otherwise on the next Business Day;

#### if sent by pre‑paid post, on the second Business Day after the date of posting; or

#### if sent by email transmission, at the time of sending if on a Business Day at or before 5:30 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent “Out of Office” reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

**Execution**

**Executed** as an Agreement on Date: ……/……/……..

**Signed** for and on behalf
of **Nextsteps Initiative Pty Ltd ABN 36 922 430 417 (Nextsteps Initiative)**, by:

……………..…………………………….. Date: ……/……/……..
Signature

……………..……………………………..
Name (please print)

**Signed** by the **Client**:

……………..…………………………….. Date: ……/……/……..
Signature

……………..……………………………..
Name (please print)

**Signed** by the **Representative**:

……………..…………………………….. Date: ……/……/……..
Signature

……………..……………………………..
Name (please print)